

**U.S. DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
PALM BEACH DIVISION  
Case Number:**

NORMAN HIRSCH, MATTHEW DWYER,  
and RALPH WILLARD, individually  
and on behalf of all others similarly situated,

Plaintiffs,

v.

JUPITER GOLF CLUB LLC, a Delaware  
LLC d/b/a TRUMP NATIONAL GOLF  
CLUB JUPITER and RBF, LLC d/b/a  
THE RITZ-CARLTON GOLF CLUB &  
SPA JUPITER,

Defendants.

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**CLASS ACTION COMPLAINT**

Plaintiffs Norman Hirsch, Matthew Dwyer, and Ralph Willard, on behalf of themselves and all others similarly situated sue Defendants Jupiter Golf Club LLC and RBF, LLC, and allege the following:

**NATURE OF CASE**

1. This putative class action is brought on behalf of individuals who paid refundable deposits in connection with their purchase of memberships to The Ritz-Carlton Golf Club & Spa Jupiter and who have been denied a refund of their respective Membership Deposits by Defendants RBF, LLC and Donald Trump's affiliated business Defendant Jupiter Golf Club LLC ("JGC").

2. Plaintiffs and Class Members paid substantial Membership Deposits to Defendant RBF, LLC ranging from approximately \$35,000 to \$210,000, as well as annual dues. The

Membership Deposits are refundable based upon the terms of the applicable Membership Agreements which Plaintiffs and Class Members entered into with RBF.

3. Donald Trump, through Jupiter Golf Club LLC, recently purchased The Ritz-Carlton Golf Club & Spa Jupiter (the “Club”) from RBF, LLC. Immediately after acquiring the Club, Trump, through JGC, unilaterally and systematically changed the terms of membership, terminated the categories of membership enjoyed by Plaintiffs and Class Members who were members-in-good-standing on the resignation waiting list and has refused to refund Membership Deposits to Plaintiffs or Class Members.

4. Since January 1, 2013, RBF has similarly failed and refused to refund Membership Deposits to Plaintiffs and Class Members despite the clear provisions in their standardized Membership Agreement and Membership Plan that require RBF to refund Membership Deposits upon “termination of any category of membership”.

5. In addition, as alleged below, JGC represented in writing to Plaintiffs and Class Members on multiple occasions that they would not have any further liability to pay club dues. Yet, despite these numerous consistent representations, JGC has continued to bill and send collection demands to Plaintiffs and Class Members.

6. In this action, Plaintiffs therefore seek, for themselves and Class Members, a refund of membership deposits based on a breach of their membership agreement and a declaration from the Court concerning their liability for club dues.

### **PARTIES**

7. Plaintiff Norman Hirsch is a citizen and resident of the State of Florida.

8. Plaintiff Matthew Dwyer is a citizen and resident of the Commonwealth of Massachusetts.

9. Plaintiff Ralph Willard is a citizen and resident of the State of North Carolina.

10. Jupiter Golf Club LLC (“JGC”) is a Delaware limited liability company formed to own and operate the Trump National Golf Club Jupiter, a golf, spa and social club with recreational and social facilities in Jupiter, Florida. JGC’s principal place of business is in Jupiter, Palm Beach County, Florida. JGC is a citizen of the state of Florida because it is an unincorporated association organized under the laws of the State of Delaware with its principal place of business in Florida. JGC does business as Trump National Golf Club Jupiter (“Trump National”).

11. RBF LLC is a Delaware Limited Liability Company. RBF formerly did business as the Ritz-Carlton Golf Club & Spa Jupiter (“Ritz-Carlton”). At all material times, RBF’s principal place of business was in Palm Beach County, Florida. RBF is a citizen of the state of Florida because it is an unincorporated association organized under the laws of the State of Delaware with its principal place of business in Florida.

12. None of the Plaintiffs are residents of the State of Delaware.

### **JURISDICTION AND VENUE**

11. This Court has jurisdiction over the complaint pursuant to 28 U.S.C. § 1332(d), because in the aggregate, the matter in controversy exceeds the sum or value of \$5,000,000, and diversity of citizenship between the proposed Class Members and Defendants.

12. Venue is proper in this Court because Defendants’ principal places of business are located in this district and division and the causes of action accrued in this district and division.

## FACTS

### **Ritz-Carlton**

13. RBF owned and operated The Ritz-Carlton Golf Club & Spa Jupiter in Jupiter, Florida.

14. RBF owned and operated a private golf club and spa in Jupiter, Florida known as The Ritz-Carlton Golf Club & Spa. RBF sold several categories of membership in The Ritz-Carlton Golf Club & Spa Jupiter, as well as residential real property located there.

15. RBF sold various categories of Club memberships, including “Golf Memberships” (“Full Golf”), “Ritz-Carlton Club Golf Memberships” (“Fractional Golf”), and “Social and Spa Memberships” (“Social”). These memberships were governed by and subject to written agreements and membership plans containing standardized text and terms applicable to each Plaintiff and each Class Member.

### **Plaintiff Matthew Dwyer**

16. On May 29, 2003, Matthew Dwyer and RBF entered into a Ritz-Carlton Club Golf Membership Agreement (“Fractional Golf Membership Agreement”). Pursuant to the Fractional Golf Membership Agreement, Dwyer acquired a Fractional Golf membership and agreed to pay a \$41,000 membership deposit to RBF. Dwyer paid the \$41,000 membership deposit in full to RBF. Attached as **Exhibit A** is a true and correct copy of the Fractional Golf Membership Agreement.

17. The Fractional Golf Membership Agreement provides that the Membership Deposit is refundable under the following conditions: (1) when a resigned membership is reissued by the Club to a new member (Sec. III) or (2) the Club terminates “the Membership Plan or termination of any category of membership, recall of the membership, discontinuance of operation of all or substantially all of the Club’s Facilities”.

18. In or about May 2003, Dwyer paid the full Membership Deposit due under the subject contract, in the amount of \$41,000, to RBF. RBF acknowledged receipt of Dwyer's payment of the full deposit.

19. Dwyer's Membership Deposit is refundable under the terms of the Fractional Golf Membership Agreement.

**Plaintiff Norman Hirsch**

20. On or about June 12, 2006, Norman Hirsch entered into a Social & Spa Membership Agreement that contained the same or substantially the same material terms with respect to the refundability of the Membership Deposit as the Fractional Golf Membership Agreement entered into by Plaintiff Matthew Dwyer. Attached as **Exhibit B** is a true and correct copy of the RBF Social & Spa Membership Agreement.

21. In or about 2006, Hirsch paid the full Membership Deposit due under the subject contract, in the amount of \$55,000, to RBF. RBF acknowledged receipt of Hirsch's payment of the full deposit.

**Plaintiff Ralph Willard**

22. On or about October 2, 2006, Ralph Willard entered into a Social & Spa Membership Agreement with RBF for the purchase of a Social and Spa membership. RBF accepted the agreement on October 3, 2006. Pursuant to this agreement, Willard acquired a Social & Spa Membership and agreed to pay a \$55,000 Membership Deposit to RBF.

23. Willard paid the \$55,000 Membership Deposit in full to RBF. RBF acknowledged receipt from Willard of the full Social & Spa Membership Deposit.

24. The Willard Social & Spa Membership Agreement contained the same or substantially the same material terms with respect to the refundability of the Membership Deposit as the afore-described Dwyer and Hirsch Membership Agreements.

25. On August 13, 2008, Willard entered into a Full Membership Agreement with RBF, upgrading to a Full Golf membership. RBF accepted the agreement on August 13, 2008. Pursuant to this agreement, Willard agreed to pay a \$210,000 Membership Deposit to RBF.

26. The Willard Full Membership Agreement contained the same or substantially the same material terms with respect to the refundability of the Membership Deposit as the afore-described Membership Agreements. Attached as **Exhibit C** is a true and correct copy of the RBF Full Golf Membership Agreement.

27. In or about August 2008, RBF transferred Willard's \$55,000 Social & Spa Membership Deposit and applied this as an initial deposit towards Willard's Full Golf Membership Deposit.

28. On August 31, 2008, Willard executed a promissory note ("Membership Deposit Note") in favor of RBF evidencing his obligation to pay the principal sum of One Hundred Fifty Five Thousand (\$155,000) plus zero percent (0%) interest, payable in ten equal consecutive annual installments of Fifteen Thousand Five Hundred U.S. Dollars (\$15,500.00), beginning on August 20, 2009. To date Willard has paid \$117,000 of the Membership Deposit due under the subject contract. RBF acknowledged receipt of Willard's payments.

29. RBF accepted the Membership Deposits paid respectively by Plaintiffs Dwyer, Hirsch, and Willard.

30. Defendant RBF represented to Plaintiff Dwyer that RBF sold the golf club and spa assets to JGC and that JGC assumed full liability under the existing Membership Plan and

each of the Plaintiffs' and Class Members' respective Membership Agreements, including the liability to refund membership deposits.

**RBF Membership Agreements and Membership Plan**

31. The Fractional Golf Membership Agreement, Social & Spa Membership Agreement, and the Full Golf Membership Agreement contain the same refund provisions. Section III of each of these Membership Agreements, titled "Refund of Membership Deposit", states that the Membership Deposit will be refunded as follows:

- (a) Members Who Resign Prior to Thirty Years: A members who resigns less than 30 years after joining the Club will receive a refund when the resigned membership is reissued by the Club to a new member. The amount of the refund will be the greater of: (i) the amount of the membership deposit previously paid by the resigning member, without interest, or (ii) seventy percent (70%) of the then-current membership deposit charged by the Club to the new member acquiring the membership.

Membership Agreements, **Exhibits A, B, and C.**

32. The Ritz-Carlton Golf Club & Spa Membership Plan (December 2002)("RBF Membership Plan"), is also uniformly applicable to Plaintiffs and all Class Members. A true and correct copy of the Membership Plan is attached as **Exhibit D.** The RBF Membership Plan restates the same "Refund of Membership Deposit" provision found in Section III of the Membership Agreements.

33. RBF touted the refundability of Membership Deposits as a "Special Membership Benefit" in The Ritz-Carlton Golf Club & Spa Jupiter Membership Plan (December 2002). The pertinent part of the Membership Plan states that:

- Refundable Membership Deposit. The greater of one hundred percent (100%) of the membership deposit paid by the member for a membership or seventy percent (70%) of the then current membership price is refundable upon resignation and reissuance of the membership, as provided for in this Membership Plan.

34. Section III of the Membership Agreements provides that the refund amount due to resigning Members shall be at least equal to the amount of the deposit paid, if not more.

35. Section III further states that:

The obligation to repay the membership deposit shall be subject to set-off for all amounts due under The Ritz-Carlton Golf Club & Spa, Jupiter Membership Plan and Rules and Regulations which remain unpaid on the repayment thereof. The membership deposit may be prepaid in whole or in part at any time without penalty or premium.

Membership Agreements, **Exhibits A, B, and C.**

36. According to Section IV of the Membership Agreements, titled “Acknowledgement of Membership Rights”, “In the event of termination of the Membership Plan, termination of any category of membership, recall of the membership or the discontinuance of operation of all or substantially all of the Club Facilities, the members affected will be entitled to a refund of the membership deposit paid within 30 days.” **Exhibits A, B, and C.**

37. Section IV of the Membership Agreements further states that Members “acquire a revocable license to use the Club Facilities in accordance with the terms and conditions of the Membership Plan and Rules and Regulations, as the same may be amended from time to time, and this Membership Agreement.” **Exhibits A, B, and C.**

38. The RBF Membership Plan’s Transfer of Membership section has a subsection titled “Transfer of Membership to the Club” which states:

A member may transfer his or her membership only to the Club. Should a member desire to resign from the Club, the member shall be required to give written notice to the Club. The resigned membership will be placed on a waiting list and will be reissued on a first-resigned, first-reissued basis as follows:

- (a) Prior to the initial sale of all of the memberships in the resigned member’s category of membership, provided there is a resigned membership on the waiting list, every fifth membership issued in that category will be a resigned membership from the waiting list (the other four memberships being from the membership from the waiting list (the other four memberships being from the membership from the waiting list (the other

four memberships being from the Club's unissued memberships). This procedure allows the reissuance of resigned memberships prior to the issuance of all memberships in the Club.

- (b) After the initial sale of all memberships in the resigned member's category of membership, each membership issued in that category will be a resigned membership from the waiting list.

The Club will maintain separate waiting lists for the reissuance of resigned Resident Full Memberships, Resident Golf Memberships, Ritz-Carlton Club Golf Memberships and Non-Resident Full and Golf Memberships.

Membership Plan, **Exhibit D**

39. The Membership Plan section titled "Payment of Dues by a Resigned Member" states that: "A resigned member shall be obligated to continue to pay dues, fees and other charges associated with the resigned membership until the reissuance of the membership by the Club to a new member."

**Membership Deposit Note**

40. The Membership Deposit Note purports to "supersede any provisions of the Membership Agreement concerning payment of the deposit which are inconsistent with the terms hereof." A true and correct copy of Willard's Membership Deposit Note is attached as **Exhibit E**.

41. The Membership Deposit Note further provides that:

Upon the resignation of the membership, Maker shall be obligated to continue to pay dues, fees and other charges associated with the resigned membership until the membership is reissued by the Club. In the event the membership is resigned prior to paying all sums due hereunder, Maker shall be required to make any additional payments due under this Note until the membership is reissued in accordance with The Ritz-Carlton Golf Club & Spa, Jupiter Membership Plan, as may be amended from time to time ("Membership Plan"). Upon the reissuance of the membership, Maker shall be entitled to repayment of the amounts actually paid towards the membership deposit, not including interest, and only the amounts paid toward the membership deposit, provided the Maker has maintained his/her membership in good standing with the Club and less any dues, fees, charges or other amounts owed the Club, and less any late fees and/or other charges due to Payee hereunder. Until all amounts due to Payee under this Note are paid in full, this provision shall supersede the provisions set forth in the Membership Plan and the Membership

Agreement governing the amount due to Maker upon reissuance of the membership.

Willard Membership Deposit Note, **Exhibit E**, p. 1.

42. The Membership Deposit Note provides a liquidated damages clause which states that:

If Maker fails to pay the installments described above as and when due, then the Club shall be entitled, in its sole and absolute discretion, to terminate Member's membership in the Club and retain, as liquidated damages and not as a penalty, all amounts previously paid by Member to Club, and shall have no obligation to refund the membership deposit or any portion thereof, notwithstanding any provisions of the Membership Plan, whereupon Maker and Payee shall be released from all liability hereunder. In the case of a default hereunder, Payee shall have such other remedies as shall be available at law or in equity.

Willard Membership Deposit Note, **Exhibit E**, p. 2.

43. The Membership Deposit Note contains a provision that purports to allow attorney's fees and collection costs to RBF for certain work performed to collect on the note. The Membership Deposit Note provides, in pertinent part, that:

In the event that this Note is collected by law or through attorneys at law, or under advice therefrom (whether such attorneys are employees of Payee or an affiliate of Payee or are outside counsel), Maker agrees to pay all costs of collection, including reasonable attorneys' fees (including charges for paralegals and others working under the direction or supervision of the Payee's attorneys) whether or not suit is brought, and whether incurred in connection with the collection, trial, appeal, bankruptcy, or other creditors' proceedings or otherwise.

Willard Membership Deposit Note, **Exhibit E**, p. 2.

### **Trump Acquires the Club**

44. On or about December 4, 2012, JGC acquired the assets of the Club, including all Club Facilities, and assumed various RBF liabilities, including all liability to refund Membership Deposits to Plaintiffs and Class Members.

45. *In the alternative*, if JGC did not assume full liability to refund Membership Deposits to Plaintiffs and Class Members, then RBF or its successor in interest remains liable to

refund Membership Deposits pursuant to the terms and conditions of the applicable RBF Membership Agreements.

46. RBF has represented to Plaintiffs and Class Members that JGC acquired the “Golf Club and Spa Assets” and that JGC assumed the Membership Deposit Refund liability under the operative RBF Membership Agreements.

47. Moreover, JGC has admitted that it assumed this Membership Deposit Refund Liability.

48. JGC acknowledged that it would “honor” the refundable membership categories issued by RBF which Plaintiffs and Class Members possess.

49. Yet, despite these admissions and representations that JGC would refund Membership Deposits and “honor” the terms of these memberships, JGC has embarked on a systematic campaign to deny Plaintiffs and Class Members refunds and has refused to honor the agreed-upon terms and conditions of the membership categories possessed by Plaintiffs and Class Members.

50. On or about December 4, 2012, following JGC’s acquisition of the Club, JGC presented Plaintiffs and Class Members with a proposed Trump National Golf Club Jupiter Membership Plan (“Trump Membership Plan”) and a Legacy Addendum that they were to execute to “opt in.” True and correct copies of the Trump Membership Plan and Legacy Addendum are attached as **Exhibit F** and **Exhibit G** respectively.

51. The Legacy Addendum affirms JGC’s liability to refund Membership Deposits to Plaintiffs and Class Members according to the “terms and conditions in the applicable Membership Agreements, this Membership Plan and the Rules, as they each may be hereafter amended from time to time.”

52. Plaintiffs and Class Members expressly rejected the respective Legacy Addendum as presented, and refused to sign it.

53. Thereafter, Donald J. Trump, acting on behalf of Defendant JGC, declared that he would unilaterally deny the Plaintiffs and Class Members Membership rights in the Club unless they “Opted-In”, signed the Legacy Addendum and effectively converted their refundable deposit into a non-refundable deposit. Trump made these statements to Plaintiffs and Class Members in a letter dated December 17, 2012. A copy of Trump’s December 17th Letter is attached as **Exhibit H**. Trump represented to Plaintiffs and Class Members, active dues paying members-in-good-standing who were on the club’s resignation list, that if they remained on the resignation list that he did not want them to be active members, or to use the Club Facilities, nor did he want to collect dues from them. He represented that “if a person is on the resignation list, the membership does not want them to be an active member of the club --- likewise as the owner of the club, I do not want them to utilized the club nor do I want their dues.”

54. Plaintiffs and Class Members continued their refusal to sign the Legacy Addendum for and the Club continued to both accept Plaintiffs and Class Members as members and accept their dues from December 2012, through Present.

55. Beginning in or about December, 2012, JGC asserted that it had the unilateral right to amend the terms of Plaintiffs’ and Class Members’ Memberships, so as to modify or deny the right of the Plaintiffs and Class Members to receive a full refund of their membership deposits, and that it would no longer make timely refunds with regard to future resignations.

56. Beginning in or about December, 2012, JGC terminated the Full Golf, Fractional Golf, and Social and Spa categories of membership previously offered by RBF. The “Reissuance of a Resigned Membership” section of the JGC Legacy Addendum clearly reflects

that JGC terminated the **refundable** categories of membership held by Plaintiffs and Class Members, stating that “none of the memberships in the Club issued by the Club Owner [JGC] include a refundable initiation fees or refundable membership deposits. Therefore, a Refundable Membership will never be reissued.” (emphasis added).

57. Plaintiffs and some Class Members have exercised their right to suspend payments to JGC until they could determine whether JGC would continue to refuse to reinstate its refund obligations under the Membership Agreements so as to preserve their right to offset payments.

58. Everyone in the Class defined below is however entitled to a refund. All of the operative Membership Agreements provide that if a "category" of membership is terminated, then RBF must refund deposits to members within 30 days. JGC effectively terminated all of the existing categories of membership and replaced them with entirely new categories of membership effective with his December 17 "Opt-In" or "Opt-Out" pronouncement. This termination of membership categories triggered Trump's duty (or RBF's) to refund deposits within 30 days.

### **Resignation List**

59. On or before March 30, 2012, Plaintiff Dwyer notified RBF in writing of his decision to place his name on the Resignation List and requested the refund of his \$41,000 deposit (the “Resignation Letter”). Such refund would be subject to RBF’s or JGC’s concurrent right to offset any unpaid charges as of the date Dwyer’s membership is reissued.

60. Notwithstanding Plaintiff Dwyer’s right to remain on the resignation list, continue to pay dues, and receive a full refund of his \$41,000 deposit upon the reissuance of his Membership, JGC terminated the categories of membership through Trump’s December 17, 2012

letter and proposed Legacy Addendum, terminated Dwyer's Membership rights as of December 31, 2012, and has refused to refund Dwyer any of his deposit.

61. On or about September 25, 2009, Plaintiff Hirsch notified RBF in writing of his decision to place his name on the Resignation List and requested the refund of his \$55,000 deposit (the "Resignation Letter"). Such refund would be subject to RBF's or JGC's concurrent right to offset any unpaid charges as of the date Hirsch's membership is reissued.

62. Notwithstanding Plaintiff Hirsch's right to remain on the resignation list, continue to pay dues, and receive a full refund of his \$55,000 deposit upon the reissuance of his Membership, JGC terminated the categories of membership through Trump's December 17, 2012 letter and Addendum, terminated Hirsch's Membership rights as of December 31, 2012, and has refused to refund Hirsch any of his deposit.

63. On January 6, 2009, Plaintiff Willard notified RBF in writing of his decision to place his name on the Resignation List (the "Resignation Letter"). A true and correct copy of Willard's Resignation Letter is attached as **Exhibit I**. On January 29, 2009, RBF acknowledged receipt of Willard's Resignation Letter and further acknowledged his right to a refund of the Membership Deposit, pursuant to the Membership Agreement. A true and correct copy of Willard Resignation Acknowledgment Letter is attached as **Exhibit J**. Furthermore, RBF confirmed that Willard's membership "is still active and you may continue to enjoy the use of the Club as before." Such refund would be subject to RBF's or JGC's concurrent right to offset any unpaid charges as of the date Willard's membership is reissued.

64. Notwithstanding Plaintiff Willard's right to remain on the resignation list, continue to pay dues, and receive a full refund of his \$117,000 deposit upon the reissuance of his Membership, JGC terminated the categories of membership through Trump's December 17, 2012

letter and Addendum, terminated Willard's Membership rights, and has refused to refund Willard any of his deposit.

65. Following JGC's unilateral termination of the Plaintiffs' and Class Members' categories of membership, JGC has continued to invoice, collect, and seek to collect the payment of ongoing dues from Plaintiffs and Class Members.

66. Everyone in that defined class is entitled to a refund. All of the operative membership agreements provide that if a "category" of membership is terminated, then RBF must refund deposits to members within 30 days. We contend that Trump effectively terminated all of the existing categories of membership and replaced them with entirely new categories of membership effective with his December 17 "Opt-In" or "Opt-Out" pronouncement. This termination of membership categories triggered Trump's duty (or RBF's) to refund deposits within 30 days.

67. Since January 1, 2013, JGC has denied Plaintiffs and Class Members access to any club facilities.

68. Since January 1, 2013, JGC has continued to collect and seek to collect payment from Plaintiff Willard and Class Members of monies purportedly due under Membership Deposit Notes.

69. The Membership Deposit Notes executed by Plaintiff Willard and other Class Members are associated with RBF Membership Agreements and a Membership Plan that allows them to have continued access and use of Club Facilities following their placement on a resignation list.

70. The RBF Membership Agreements issued to Plaintiffs and Class Members give Plaintiffs and Class Members the right "to use the Club Facilities". The subject RBF Membership

Agreements further provide that “A member only acquires a revocable license to use the Club Facilities in accordance with the terms and conditions of the Membership Plan and Rules and Regulations, as the same may be amended from time to time, and this Membership Agreement.”

71. At no time did Defendant RBF purport to amend, modify or restrict the rights of Plaintiffs and Class Members to use the Club Facilities.

72. JGC had a duty under the terms of the subject RBF Membership Agreements, Membership Plan and the Club’s rules and regulations, to allow dues paying members on the resignation list, including Plaintiffs and Class Members, continued access and use of Club Facilities.

73. JGC has violated the terms and conditions of the subject RBF Membership Agreements by revoking Plaintiffs’ and Class Members’ license to use Club Facilities. Plaintiffs’ and Class Members’ placement on the club’s resignation lists does not permit JGC to limit, restrict or prohibit Plaintiffs’ or Class Members’ use of Club Facilities.

74. All conditions precedent to filing this action have occurred, been waived or performed.

### **CLASS ALLEGATIONS**

75. Plaintiff brings this action as a class action pursuant to Rules 23(b)(2) and 23(b)(3) of the Federal Rules of Civil Procedure.

76. The “Class” or group of “Class Members” Plaintiffs seek to certify is defined as follows:

All persons who purchased a Full Golf, Fractional Golf, or Social and Spa membership from RBF to The Ritz-Carlton Golf Club & Spa, paid a Membership Deposit, have not received a full refund of their Membership Deposit, and rejected the Trump Legacy Addendum.

77. Excluded from the Class are Defendants, any subsidiary or affiliate of the Defendants, and the directors, officers and employees of Defendants or its subsidiaries or affiliates, and members of the federal judiciary.

78. This action has been brought and may properly be maintained as a class action against Defendant pursuant to Rule 23 of the Federal Rules of Civil Procedure because there is a well-defined community of interest in the litigation and the proposed Class is easily ascertainable from Defendants' records.

***Numerosity***

79. Although Plaintiffs do not know the exact number of Class Members, Plaintiffs believe that there are hundreds of persons with club memberships who would be Class Members. The exact number of class members is easily ascertainable from the Defendants' records. Given the nature of the claims and the number of subject memberships sold by Defendant RBF and transferred to JGC, Plaintiffs believe that the Classes are so numerous that joinder of all members of the Classes is impracticable and the disposition of their claims in a class action rather than incremental individual actions will benefit the Parties and the Court by eliminating the possibility of inconsistent or varying adjudications of individual actions. Class Members can be notified of this class action via U.S. mail at addresses that Defendants should have in its business records.

***Commonality and Predominance***

80. Common questions of law and fact exist as to all members of the Classes and predominate over any questions solely affecting individual members of the Classes because each Class Member's claim is derived from the same allegedly wrongful conduct and there are common liability issues which may be resolved efficiently on a class-wide basis. Proof of a

common set of facts and/or violation of law will establish the right of each member of the Classes to recover. Among the predominant questions of law and/or fact common to the Classes are:

- a. Whether Defendants RBF and/or JGC terminated any category of membership;
- b. Whether the RBF Membership Plan is uniformly applicable to Plaintiffs and Class Members;
- c. Whether the “Refund of Membership Deposit” provisions of the RBF Membership Agreements are uniformly applicable to Plaintiffs and Class Members;
- d. Whether Defendants RBF and/or JGC are liable to Plaintiffs and Class Members to refund Membership Deposits;
- e. Whether Defendants RBF and/or JGC are liable to Plaintiffs and Class Members for actual damages;
- f. Whether Defendants RBF and/or JGC have properly reissued resigned memberships and refunded Membership Deposits pursuant to the applicable terms of the RBF Membership Agreements and RBF Membership Plan;
- g. Whether Plaintiffs and Class Members are liable to Defendants to pay on-going dues;
- h. Whether Plaintiffs and Class Members are liable to Defendant to pay unpaid balances on Membership Deposit Notes; and
- i. Whether Plaintiffs and Class Members are entitled to injunctive relief.

***Typicality***

81. Plaintiff Dwyer, Hirsch, and Willard’s respective claims are typical of other Class Members because they, like other Class Members, purchased Fractional Golf, Social & Spa,

or Full Golf memberships from RBF and paid Membership Deposits that are refundable pursuant to the common terms of their Membership Agreements.

***Adequacy of Representation***

82. Plaintiffs Matthew Dwyer, Norman Hirsch, and Willard are representatives of the Class defined above.

83. Plaintiffs Dwyer, Hirsch and Willard will fairly and adequately protect the interests of the Class they represent because it is in its best interests to prosecute the claims alleged herein to obtain full redress due to it for the illegal conduct of which they complain. Plaintiffs have no interests which conflict with those of the members of the Class because one or more questions of law and/or fact regarding one or more of the Defendant's liability are common to all Class Members and predominate over any individual issues that may exist, such that by prevailing on its own claims, Plaintiffs necessarily will establish one or more of the Defendant's liability to other Class Members.

84. Plaintiffs have retained counsel who are experienced in litigating complex class actions. Plaintiffs' counsel are long-standing members of the Florida Bar, whose practices focus on consumer and class litigation. Counsel have the necessary financial resources to adequately and vigorously litigate this class action, and Plaintiffs and their counsel are aware of their fiduciary responsibilities to Class Members and are determined to diligently discharge those duties by vigorously seeking the maximum possible recovery for the Class defined above.

***Superiority***

85. A class action is superior to all other available methods for the fair and efficient adjudication of this controversy because:

- a. Joinder of all Class Members is impracticable;

b. The prosecution of individual remedies by members of the Class will tend to establish inconsistent standards of conduct for Defendants and result in the impairment of Class Member's rights and the disposition of their interests through actions to which they were not parties;

c. Class action treatment will permit a large number of similarly-situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would engender;

d. Absent a class action, Class Members will continue to suffer losses and be aggrieved and Defendants will continue to violate Florida law without remedy;

e. Class treatment of this action will cause an orderly and expeditious administration of class claims, economies of time, effort and expense will be fostered, and uniformity of decisions will be ensured;

f. Plaintiff and its counsel are unaware of any class action brought against any Defendant for the violations alleged in this action;

g. The forum is desirable because the Club is situated in this District and Defendants conduct their business here; and,

h. This action presents no difficulty that would impede its management by the Court as a class action.

***Class-Wide Injunction and Declaration***

86. Plaintiffs seek injunctive and declaratory relief on behalf of Class Members on grounds generally applicable to the entire Class Members in order to enjoin and prevent Defendants RBF and JGC from continuing to breach the subject agreements with Plaintiffs and Class Members and to declare their collective rights under those agreements.

87. Because Plaintiffs seek injunctive and declaratory relief for Class Members, the prosecution of separate actions by individual Class Members would create a risk of inconsistent or varying adjudications with respect to individual Class Members that would establish incompatible standards of conduct for the Defendants. Further, adjudications with respect to individual Class Members would, as a practical matter, be dispositive of the interests of other Class Members who are not parties to the adjudication and may impair and impede their ability to protect their interests.

88. Plaintiffs are unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

89. All conditions precedent to the filing of this action, if any, have been performed, waived, satisfied or otherwise executed.

**COUNT I**  
**DECLARATORY JUDGMENT**

90. Plaintiffs incorporate and reallege all allegations contained in paragraphs 1 – 87 as though fully set forth herein.

91. This is an action pursuant to 28 U.S.C. § 2201(a) for a declaratory judgment and supplemental relief against Defendants RBF and JGC.

92. JGC has stated that it has the unilateral right to amend the refund policy and thereby eliminate its liability to refund Membership Deposits to Plaintiffs and Class Members.

93. JGC's interpretation ignores the clear language of the subject Membership Agreements, drafted by RBC, signed by Plaintiffs, Class Members, and RBC, which established the Plaintiffs' and Class Members' absolute right to a full refund of their deposit, upon the Club's termination of any category of membership.

94. JGC assumed the liability arising under the subject Membership Agreements, to refund Membership Deposits upon the termination of any category of membership.

95. Alternatively, if JGC did not assume this liability that arises under the RBF Membership Agreements, then RBF or its successor in interest remains liable to refund Membership Deposits pursuant to the terms of the subject Membership Agreements.

96. Further, if the subject Membership Agreements are interpreted in a way that allows JGC to unilaterally change any provision in the Membership Agreements, including the refund policy, by amending the Membership Agreement, Membership Plan and/or Rules and Regulations at its sole and exclusive discretion, the subject Membership Agreements would be illusory, and, thus, unenforceable.

97. JGC has acted towards Plaintiffs and Class Members in ways that are inconsistent with the subject Membership Agreements, Membership Plan and the parties prior course of dealing. The subject Membership Agreements, Membership Plan, and the parties' prior course of dealing all reflect that JGC's termination of Plaintiffs' and Class Members' categories of membership would likewise terminate any further liability by Plaintiff Willard and Class Members to make payments under Membership Deposit Notes.

98. Likewise, JGC's revocation of Plaintiffs' and Class Members' right to use Club Facilities

99. The parties do not agree regarding the appropriate interpretation and application of these provisions.

100. Plaintiffs and Class Members are in doubt as to their rights and privileges with respect to the Membership Agreements and are entitled to have such doubt removed.

101. There is a bona fide, actual, present, and practical need for a declaration of the rights of the parties with respect to the Membership Agreements, as described above.

WHEREFORE, Plaintiffs request that the Court enter a declaratory judgment as to the parties' respective rights and obligations regarding the Membership Agreements, and award such other and further relief as it deems appropriate.

**COUNT II**  
**BREACH OF CONTRACT**  
**RBF LLC and JUPITER GOLF CLUB LLC**

102. Plaintiffs incorporate and reallege all allegations contained in paragraphs 1 – 87 as though fully set forth herein.

103. Under the terms of the subject Membership Agreements, RBF and JGC owe Plaintiffs and Class Members the full amount of their respective membership deposits within thirty days of JGC's termination of the membership categories offered by RBF.

104. RBF and JGC have breached the subject Membership Agreements by failing and/or refusing to refund Membership Deposits to Plaintiffs and Class Members.

105. JGC has also breached the subject Membership Agreements and/or Membership Plans by attempting to unilaterally and unreasonably alter material terms of the Membership Agreement and Membership Plan, namely, the membership refund policy.

106. Plaintiffs and Class Members have performed their obligations required by law under the subject Membership Agreements and/or Membership Plans.

107. As a direct and proximate result of Defendants' failure to refund the membership deposits pursuant to the subject Membership Agreements, Plaintiffs and Class Members have been damaged.

**COUNT III**  
**INJUNCTIVE RELIEF**

108. Plaintiffs incorporate and reallege all allegations contained in paragraphs 1 – 87 and 103-107 as though fully set forth herein.

109. Count III is brought on behalf of Plaintiffs and Class Members under Rule 23(b)(3).

110. Plaintiffs and Class Members have a legal right under RBF's standardized uniform Membership Agreements to receive a refund of Membership Deposits paid within thirty days of the termination of any category of membership. In addition, based upon Defendants' breach of the standardized uniform Membership Agreements and termination of Plaintiffs' and Class Members categories of membership, Defendants possess no legal rights to collect or attempt to collect ongoing dues or payments under the standardized and uniform Membership Deposit Notes.

111. Defendants RBF and JGC have failed and refused to refund Membership Deposits to Plaintiffs or Class Members.

112. Likewise, Defendants RBF and JGC have continued to collect and seek to collect ongoing dues from Plaintiffs and Class Members.

113. Defendants RBF and JGC have continued to collect and seek to collect payments under the standardized and uniform Membership Deposit Notes from Plaintiff Willard and Class Members.

114. As a consequence, Defendants RBF and JGC have violated and continue to violate one or more cognizable legal rights of Plaintiffs and Class Members.

115. Defendants RBF and JGC continue to retain monies due and owing Plaintiffs and Class Members, including refundable Membership Deposits, ongoing dues, and payments of

Membership Deposit Notes, and unless enjoined by this Court will continue to retain such monies.

116. Plaintiffs and Class Members have no adequate remedy at law by virtue of Defendants' on-going course of conduct.

117. Irreparable injury will be suffered unless an injunction issues to prevent Defendants RBF and JGC from continuing to retain monies due and owing Plaintiffs and Class Members, including refundable Membership Deposits, ongoing dues, and payments of Membership Deposit Notes, and to provide notice to Class Members about their rights.

118. Any potential injury to Defendants attributable to an injunction along the lines set forth in the preceding paragraph is outweighed by the injury that Plaintiffs and Class Members will suffer if such injunction is not issued, and such injunction would not be adverse to the public interest.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs, on behalf of themselves and Class members, respectfully request this Court enter a judgment against Defendants RBF and JGC and in favor of Plaintiffs, and grant the following relief:

(A) Certification of the Class alleged above pursuant to Rule 23 (b) (3) and Rule 23(b) (2) of the Federal Rules of Civil Procedure, certifying Plaintiffs as representatives of the Class and designating their counsel as counsel for the Class;

(B) Creation of a common fund of actual damages to be paid to Plaintiffs and all Class Members alleged above for Defendants' breach of contract;

(C) An order enjoining Defendants RBF and JGC from continuing their respective illegal conduct;

(D) Pre-judgment and post-judgment interest;

(E) An order awarding Plaintiffs and class members reasonable attorneys' fees, pursuant to Florida Statute §57.105(7) or otherwise based in law or equity, and costs of suit, including expert witness fees; and

(F) Such other and further relief as the Court may deem necessary or appropriate.

**JURY TRIAL DEMANDED**

Plaintiffs demand a trial by jury on all issues so triable.

Dated: May 3, 2013

Respectfully submitted,

By: /s/ Steven R. Jaffe

Steven R. Jaffe (FBN 390770)

E-mail: [steve@pathtojustice.com](mailto:steve@pathtojustice.com)

Mark S. Fistos (FBN 909191)

E-mail: [mark@pathtojustice.com](mailto:mark@pathtojustice.com)

Seth Lehrman (FBN 132896)

E-mail: [seth@pathtojustice.com](mailto:seth@pathtojustice.com)

**FARMER, JAFFE, WEISSING,  
EDWARDS, FISTOS & LEHRMAN, P.L.**

425 N. Andrews Ave., Suite 2

Fort Lauderdale, Florida 33301

Telephone 954-524-2820

Facsimile 954-524-2822

*Attorneys for Plaintiffs*

# EXHIBIT "A"

THE RITZ-CARLTON GOLF CLUB & SPA,  
JUPITER

RITZ-CARLTON CLUB GOLF  
MEMBERSHIP AGREEMENT

PERSONAL

Ritz Carlton Home Interest Number \_\_\_\_\_

Name \_\_\_\_\_ Birthdate \_\_\_\_\_

Primary Residence \_\_\_\_\_  
Street City State Zip

Dates at this Address \_\_\_\_\_ Telephone Number \_\_\_\_\_

Local Address \_\_\_\_\_  
Street City State Zip

Dates at this Address \_\_\_\_\_ Telephone Number \_\_\_\_\_

Telephone Numbers \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Fax Number \_\_\_\_\_

Name of Spouse \_\_\_\_\_ Birthdate \_\_\_\_\_

Anniversary Date \_\_\_\_\_

Unmarried children of Applicant under the age of twenty-three and residing at home or attending school on a full-time basis:

	<u>List by Name</u>	<u>Age</u>	<u>Male</u>	<u>Female</u>	<u>Birthdate</u>
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____

EMERGENCY INFORMATION

In the event of an emergency, I would like the following person(s) to be contacted:

Name \_\_\_\_\_ Relationship \_\_\_\_\_

Work Number \_\_\_\_\_ Home Number \_\_\_\_\_

FOR MY SPOUSE:

Name \_\_\_\_\_ Relationship \_\_\_\_\_

Work Number \_\_\_\_\_ Home Number \_\_\_\_\_

BUSINESS

Applicant's Occupation and/or Nature of Business \_\_\_\_\_  
 Title \_\_\_\_\_ Telephone \_\_\_\_\_  
 Address \_\_\_\_\_  
 Years in Present Employment \_\_\_\_\_  
 Spouse's Occupation and/or Nature of Business \_\_\_\_\_  
 Title \_\_\_\_\_ Telephone \_\_\_\_\_

REFERENCES

Bank References

1. \_\_\_\_\_  
 Name of Institution \_\_\_\_\_ Address \_\_\_\_\_  
 Officer to Contact \_\_\_\_\_ Account # \_\_\_\_\_ Telephone # \_\_\_\_\_  
 2. \_\_\_\_\_  
 Name of Institution \_\_\_\_\_ Address \_\_\_\_\_  
 Officer to Contact \_\_\_\_\_ Account # \_\_\_\_\_ Telephone # \_\_\_\_\_

Credit Card References

1. \_\_\_\_\_  
 Name \_\_\_\_\_ Account # \_\_\_\_\_ Telephone # \_\_\_\_\_  
 2. \_\_\_\_\_  
 Name \_\_\_\_\_ Account # \_\_\_\_\_ Telephone # \_\_\_\_\_

Club References

1. Name of Club/Organization \_\_\_\_\_ Year Accepted \_\_\_\_\_  
 Type \_\_\_\_\_ Address \_\_\_\_\_  
 Telephone ( ) \_\_\_\_\_ Contact Person \_\_\_\_\_ Present Member \_\_\_\_\_  
 2. Name of Club/Organization \_\_\_\_\_ Year Accepted \_\_\_\_\_  
 Type \_\_\_\_\_ Address \_\_\_\_\_  
 Telephone ( ) \_\_\_\_\_ Contact Person \_\_\_\_\_ Present Member \_\_\_\_\_

## I. PURCHASE OF MEMBERSHIP

I hereby accept the invitation for a Ritz Carlton Club Golf Membership in The Ritz-Carlton Golf Club & Spa, Jupiter (the "Club") and have enclosed a check payable to the Club in the amount of the initial payment described below:

I agree to pay the membership deposit of \$41,000.00 as follows:

- (a) 10% or \$4,100.00 payable with this Membership Agreement; and
- (b) the remaining balance upon the closing of my purchase of my Condominium Interest at the Ritz-Carlton Golf Club and Spa, Jupiter residential community.

I hereby agree to pay to the Club the membership deposit and the membership dues, including any applicable sales tax, or other taxes, for the category of membership selected. The current amount of dues for each membership category is described on a separate Schedule of Dues, Fees and Charges, and is subject to change.

Membership is contingent upon approval by the Club, which approval shall be at its discretion. Upon signing this Agreement, the undersigned authorizes the disclosure and release of information to the Club for investigating my qualifications for membership, including my credit history, and agree to hold the Club harmless from any and all such acts.

## II. PAYMENT OF DUES, FEES AND CHARGES

**Club Account.** I hereby request that all dues, fees and charges be billed directly to me. In the event that any amounts owed to the Club are not paid on a timely basis, I understand that I may be charged a late payment charge in accordance with the Rules and Regulations.

## III. REFUND OF MEMBERSHIP DEPOSIT

My Membership Deposit will be refunded as follows:

- (a) Members Who Resign Prior to Thirty Years. A member who resigns less than 30 years after joining the Club will receive a refund when the resigned membership is reissued by the Club to a new member. The amount of the refund will be the greater of: (i) the amount of the membership deposit previously paid by the resigning member, without interest, or (ii) seventy percent (70%) of the then-current membership deposit charged by the Club to the new member acquiring the membership.
- (b) Members Who Continue Their Membership for 30 Years. A member who continues to remain a member in good standing for 30 years will receive a refund 30 years after the member joined the Club. The amount of the refund will be the amount of the membership deposit previously paid by the member, without interest. The member or the member's estate will not receive any additional refund when the membership is eventually resigned and reissued by the Club to a new member, or acquired by a spouse or heir of the member.

The obligation to repay the membership deposit shall be subject to set-off for all amounts due under The Ritz-Carlton Golf Club & Spa, Jupiter Membership Plan and Rules and Regulations which remain unpaid on the repayment thereof. The membership deposit may be prepaid in whole or in part at any time without penalty or premium.

#### IV. ACKNOWLEDGMENT OF MEMBERSHIP RIGHTS

I acknowledge that membership in the Club permits the member to use the Club Facilities referred to in the Membership Plan in accordance with the Membership Plan and Rules and Regulations. Membership in the Club is not an investment in the Company referred to below, or the Club Facilities, and does not give a member a vested or prescriptive right or easement to use the Club Facilities. Membership in the Club does not provide a member with an equity or ownership or any other property interest in the Company or the Club Facilities. A member only acquires a revocable license to use the Club Facilities in accordance with the terms and conditions of the Membership Plan and Rules and Regulations, as the same may be amended from time to time, and this Membership Agreement. All rights and privileges of members under the Membership Plan, the Rules and Regulations and this Membership Agreement are subordinate to the lien of any mortgage encumbering the Club Facilities from time to time. The Club reserves the right, in its discretion, to terminate or modify the Membership Plan and the Rules and Regulations to reserve memberships, to reduce the 30 year repayment term of the membership deposits paid by members, to sell, lease or otherwise dispose of the Club Facilities in any manner whatsoever and to any person whomsoever, to add, issue, modify or terminate any type or category or class of membership, to recall any membership at any time for any or no reason whatever, to discontinue operation of any or all of the Club Facilities, to convert the Club into a membership-owned club, and to make any other changes in the terms and conditions of the membership or the Club Facilities available for use by members. In the event of termination of the Membership Plan, termination of any category of membership, recall of the membership or the discontinuance of operation of all or substantially all of the Club Facilities, the members affected will be entitled to a refund of the membership deposit paid within 30 days. In the event that the Club Facilities are sold and the buyer assumes liability for the repayment of membership deposit and the seller of the Club Facilities shall be released from all liability for the repayment thereof. In the event of a sale of the Club Facilities, the buyer shall take title subject to the terms and provisions of the then existing Membership Plan.

I hereby acknowledge that the use of the Club Facilities and any privilege or service incident to membership is undertaken with knowledge of risk of possible injury. I hereby accept any and all risk of injury to myself, my guests and my family sustained while using the Club Facilities or while involved in any event or activity incident to membership in the Club. I agree to release and indemnify the Company doing business as the Club, their successors and assigns and their respective directors, officers, partners, members, shareholders, employees, representatives and agents and the members of the advisory Board of Governors of the Club and any Club committee in accordance with the provisions of the Rules and Regulations of the Club.

#### V. MEMBERSHIP PLAN DOCUMENTS

I hereby acknowledge receipt of The Ritz-Carlton Golf Club & Spa, Jupiter Membership Plan and Rules and Regulations and that I have read and understand them, and agree to be bound by the terms and conditions thereof as the same may be amended from time to time by the Club. I further acknowledge that I am not relying on any oral representations in acquiring a membership in the Club.

This Membership Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without giving effect to principles of conflicts of law.

The Club may pledge or assign this Membership Agreement.

All information contained within this Membership Agreement will be kept confidential by the Club and/or the Company, except in the ordinary course of Club operations or as required by law.

If the prospective member is married, the signatures of both spouses are required.

Dated: 5/29/03

[Signature]  
Applicant's Signature

Dated: 5/29/03

X [Signature]  
Spouse's Signature

This Membership Agreement shall not be binding on the Club until the acceptance below is signed.

ACCEPTED BY:

RBF, LLC, d/b/a  
THE RITZ-CARLTON GOLF CLUB & SPA,  
JUPITER

By: [Signature]  
Authorized Representative

Dated: 5/29/03

THE RITZ CARLTON GOLF CLUB & SPA, JUPITER  
115 EAGLE TREE TERRACE  
JUPITER, FLORIDA 33458

# EXHIBIT "B"

MEMBERSHIP OFFICE USE ONLY

Date Received: 5/21/07

Time Received: 6:30 pm

THE RITZ-CARLTON GOLF CLUB & SPA,  
JUPITER

ASSOCIATE MEMBERSHIP AGREEMENT  
FOR UPGRADING SOCIAL & SPA MEMBERS

PERSONAL

Name Norman Hirsch Birthdate Redacted

Primary Residence Redacted

Dates at this Address \_\_\_\_\_

Local Address \_\_\_\_\_

Dates at this Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

Name of Spouse \_\_\_\_\_

Anniversary Date \_\_\_\_\_

Unmarried children of Applicant under the age of twenty-three and residing at home or attending school on a full-time basis:

	<u>List by Name</u>	<u>Age</u>	<u>Male</u>	<u>Female</u>	<u>Birthdate</u>
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____

EMERGENCY INFORMATION

In the event of an emergency, I would like the following person(s) to be contacted:

Name Redacted

Work Number \_\_\_\_\_

FOR MY SPOUSE:

Name \_\_\_\_\_ Relationship \_\_\_\_\_

Work Number \_\_\_\_\_ Home Number \_\_\_\_\_

BUSINESS

Applicant's Occupation and/or Nature of Business Redacted

Title Redacted

Address \_\_\_\_\_

Years in Pre \_\_\_\_\_

Spouse's Occupation and/or Nature of Business \_\_\_\_\_

Title \_\_\_\_\_ Telephone \_\_\_\_\_

I. PURCHASE OF MEMBERSHIP

I am an existing Social & Spa Member in The Ritz-Carlton Golf Club & Spa, Jupiter (the "Club"). I hereby accept the invitation to upgrade my existing membership to an Associate Membership in the Club and have enclosed a check payable to the Club for the "Upgrade Amount" as described below:

I agree to pay \$20,000 ("Upgrade Amount"), representing the membership deposit of \$75,000 for the Associate Membership, less a credit in the amount of \$55,000 ("Credit"), representing the amount of the membership deposit that I paid previously to acquire my Social & Spa Membership. I hereby submit a check in the amount of the Upgrade Amount.

I hereby agree to pay to the Club the membership deposit and the membership dues, including any applicable sales tax, or other taxes, for the category of membership selected, on or before the Closing Date, at which time I will have use of the Club Facilities provided for under this Agreement. The current amount of dues for each membership category is described on a separate Schedule of Dues, Fees and Charges, and is subject to change.

If I fail to make the payment of the remaining balance of the membership deposit and the annual membership dues on or before the Closing Date as stated above, the Club may terminate my membership and retain as liquidated damages any amount of the membership deposit previously paid by me. I acknowledge that if I fail to pay the remaining balance of the membership deposit and the annual membership dues on or before the Closing Date as stated above, actual damage and loss to the Club resulting therefrom cannot be readily ascertainable and that retention by the Club of the portion of the membership deposit paid by me will not constitute a penalty. The terms of this paragraph shall be controlling over any language in the Membership Plan regarding the Club's obligation to pay a refund to the member. The undersigned shall not be entitled to any refund if all payments of the membership deposit amount are not paid by the undersigned to the Club when due hereunder.

Membership is contingent upon approval by the Club, which approval shall be at its discretion. Upon signing this Agreement, the undersigned authorizes the disclosure and release of information to the Club for investigating my qualifications for membership, including my credit history, and agree to hold the Club harmless from any and all such acts.

II. PAYMENT OF DUES, FEES AND CHARGES

I hereby request that all dues, fees and charges be billed directly to me. In the event that any amounts owed to the Club are not paid on a timely basis, I understand that I may be charged a late payment charge in accordance with the Rules and Regulations.

### III. TERM OF MEMBERSHIP; REFUND OF MEMBERSHIP DEPOSIT

My Associate Membership is issued for a term of two years from the date of acceptance of this Membership Agreement by the Club.

I acknowledge and understand that my Associate Membership may be recalled by the Club at any time before the two year term on a last issued, first recalled basis upon 90 days notice to me. Upon termination or recall of my Associate Membership, I have the option exercisable by giving written notice to the Club to upgrade my Associate Membership to a Full Membership or acquire a Social & Spa Membership, if one is then available. I may upgrade my Associate Membership to a Full Golf Membership by paying the difference between \$210,000, which is the membership deposit for Full Membership in effect as of the date of this Membership Agreement and the amount I paid for Associate Membership, including the Upgrade Amount and Credit. I may acquire a Social & Spa Membership only if one is then available by paying a membership deposit equal to the amount of the Credit (i.e. the amount of membership deposit that I previously paid to acquire my original Social & Spa Membership). If I elect to acquire a Social & Spa Membership and a Social & Spa Membership is available to me at the time of the termination or recall of my membership, I shall not be required to make payment for the Social & Spa Membership, because the membership deposit for Associate Membership will be applied to the payment of the membership deposit required for the Social & Spa Membership, and the Club shall refund to me within 90 days of the recall or termination of my Associate Membership the amount, if any, by which my membership deposit for my Associate Membership, including the Credit, with no deduction for transfer fee, exceeds the membership deposit due for my Social & Spa Membership. If I elect to acquire a Social & Spa Membership and a Social & Spa Membership is not then available, the Club shall refund to me within 90 days of the recall or termination of my Associate Membership the amount of my membership deposit for my Associate Membership, including the Credit, less a transfer fee of 10%; however, the 10% transfer fee held by the Club will be applied towards the membership deposit for the purchase of the Social & Spa Membership when it becomes available. If I do not upgrade my Associate Membership to a Full Membership or acquire a Social & Spa Membership, if available, on or before two years from the date of this Membership Agreement, my Associate Membership shall terminate, and the Club shall refund to me the membership deposit paid for my Associate Membership including Credit, less a 10% transfer fee. If I do not upgrade to Full Membership or acquire a Social & Spa Membership, I will not have membership privileges.

### IV. ACKNOWLEDGMENT OF MEMBERSHIP RIGHTS

I acknowledge that membership in the Club permits the member to use the Club Facilities referred to in the Membership Plan in accordance with the Membership Plan and Rules and Regulations. Membership in the Club is not an investment in the Company referred to below, or the Club Facilities, and does not give a member a vested or prescriptive right or easement to use the Club Facilities. Membership in the Club does not provide a member with an equity or ownership or any other property interest in the Company or the Club Facilities. A member only acquires a revocable license to use the Club Facilities in accordance with the terms and conditions of the Membership Plan and Rules and Regulations, as the same may be amended from time to time, and this Membership Agreement. All rights and privileges of members under the Membership Plan, the Rules and Regulations and this Membership Agreement are subordinate to the lien of any mortgage encumbering the Club Facilities from time to time. The Club reserves the right, in its discretion, to terminate or modify the Membership Plan and the Rules and Regulations, to reserve memberships, to reduce the 30 year repayment term of the membership deposits paid by members, to sell, lease or otherwise dispose of the Club Facilities in any manner whatsoever and to any person whomsoever, to add, issue, modify or terminate any type or category or class of membership, to recall any membership at any time for any or no reason whatever, to discontinue operation of any or all of the Club Facilities, to convert the Club into a membership-owned club, and to make any other changes in the terms and conditions of the membership or the Club Facilities available for use by members. In the event of termination of the Membership Plan, termination of any category of

membership, recall of the membership or the discontinuance of operation of all or substantially all of the Club Facilities, the members affected will be entitled to a refund of the membership deposit paid within 30 days. In the event that the Club Facilities are sold and the buyer assumes liability for the repayment of the membership deposit, the undersigned shall look solely to the new owner for repayment of the membership deposit and the seller of the Club Facilities shall be released from all liability for the repayment thereof. In the event of a sale of the Club Facilities, the buyer shall take title subject to the terms and provisions of the then existing Membership Plan.

I hereby acknowledge that the use of the Club Facilities and any privilege or service incident to membership is undertaken with knowledge of risk of possible injury. I hereby accept any and all risk of injury to myself, my guests and my family sustained while using the Club Facilities or while involved in any event or activity incident to membership in the Club. I agree to release and indemnify the Company doing business as the Club, their successors and assigns and their respective directors, officers, partners, members, shareholders, employees, representatives and agents and the members of the advisory Board of Governors of the Club and any Club committee in accordance with the provisions of the Rules and Regulations of the Club.

**V. MEMBERSHIP PLAN DOCUMENTS**

I hereby acknowledge receipt of The Ritz-Carlton Golf Club & Spa, Jupiter Membership Plan, and Rules and Regulations and that I have read and understand them, and agree to be bound by the terms and conditions thereof as the same may be amended from time to time by the Club. I further acknowledge that I am not relying on any oral representations in acquiring a membership in the Club.

This Membership Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without giving effect to principles of conflicts of law. The Club may pledge or assign this Membership Agreement.

All information contained within this Membership Agreement will be kept confidential by the Club and/or the Company, except in the ordinary course of Club operations or as required by law.

If the prospective member is married, the signatures of both spouses are required.

Dated: 5/21, 2007   
Applicant's Signature

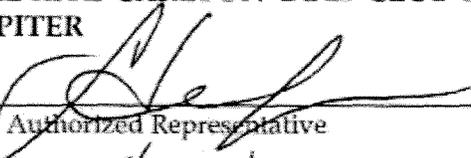
Dated: 5/21, 2007   
Spouse's Signature

This Membership Agreement shall not be binding on the Club until the acceptance below is signed.

ACCEPTED BY:

RBF, LLC, d/b/a  
THE RITZ-CARLTON GOLF CLUB & SPA,  
JUPITER

By:

  
\_\_\_\_\_  
Authorized Representative

Dated: 5/22/07, 20

THE RITZ CARLTON GOLF CLUB & SPA, JUPITER  
115 EAGLE TREE TERRACE  
JUPITER, FLORIDA 33458

# EXHIBIT "C"

**THE RITZ-CARLTON GOLF CLUB & SPA,  
JUPITER**

**FULL MEMBERSHIP AGREEMENT**

PERSONAL

Name \_\_\_\_\_ Birthdate \_\_\_\_\_

Primary Residence \_\_\_\_\_

Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Dates at this Address \_\_\_\_\_

Redacted

Local Address \_\_\_\_\_

Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Dates at this Address \_\_\_\_\_ Telephone Number \_\_\_\_\_

Telephone Numbers \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Fax Number \_\_\_\_\_

Name of Spouse \_\_\_\_\_ Birthdate \_\_\_\_\_

Anniversary Date \_\_\_\_\_

Unmarried children of Applicant under the age of twenty-three and residing at home or attending school on a full-time basis:

	<u>List by Name</u>	<u>Age</u>	<u>Male</u>	<u>Female</u>	<u>Birthdate</u>
1.	_____		0	0	_____
2.	_____		0	0	_____
3.	_____		0	0	_____
4.	_____		0	0	_____

EMERGENCY INFORMATION

In the event of an emergency, I would like the following person(s) to be contacted:

Name \_\_\_\_\_ Relationship \_\_\_\_\_

Work Number \_\_\_\_\_ Home Number \_\_\_\_\_

FOR MY SPOUSE:

Name \_\_\_\_\_ Relationship \_\_\_\_\_

Work Number \_\_\_\_\_ Home Number \_\_\_\_\_

**BUSINESS**

Applicant's Occupation and/or Nature of Business \_\_\_\_\_

Title \_\_\_\_\_ Telephone \_\_\_\_\_

Address \_\_\_\_\_

Years in Present Employment \_\_\_\_\_

Spouse's Occupation and/or Nature of Business \_\_\_\_\_

Title \_\_\_\_\_ Telephone \_\_\_\_\_

**REFERENCES**

**Bank References**

1. \_\_\_\_\_  
 Name of Institution \_\_\_\_\_ Address \_\_\_\_\_

Officer to Contact \_\_\_\_\_ Account # \_\_\_\_\_ Telephone # \_\_\_\_\_

2. \_\_\_\_\_  
 Name of Institution \_\_\_\_\_ Address \_\_\_\_\_

Officer to Contact \_\_\_\_\_ Account # \_\_\_\_\_ Telephone # \_\_\_\_\_

**Credit Card References**

1. \_\_\_\_\_  
 Name \_\_\_\_\_ Account # \_\_\_\_\_ Telephone # \_\_\_\_\_

2. \_\_\_\_\_  
 Name \_\_\_\_\_ Account # \_\_\_\_\_ Telephone # \_\_\_\_\_

**Club References**

1. Name of Club/Organization \_\_\_\_\_ Year Accepted \_\_\_\_\_

Type \_\_\_\_\_ Address \_\_\_\_\_

Telephone ( ) \_\_\_\_\_ Contact Person \_\_\_\_\_  Present Member

2. Name of Club/Organization \_\_\_\_\_ Year Accepted \_\_\_\_\_

Type \_\_\_\_\_ Address \_\_\_\_\_

Telephone ( ) \_\_\_\_\_ Contact Person \_\_\_\_\_  Present Member

**I. PURCHASE OF MEMBERSHIP**

I hereby accept the invitation for a Full Membership in The Ritz-Carlton Golf Club & Spa, Jupiter (the "Club") and have enclosed a check payable to the Club in the amount of the initial payment described below:

I agree to pay the membership deposit of \$210,000.00 as follows:

- (a) 20% or \$ 55,000 payable with this Membership Agreement; and
- (b) the remaining balance on or before \_\_\_\_\_ (the "Closing Date").

I hereby agree to pay to the Club the membership deposit and the membership dues, including any applicable sales tax, or other taxes, for the category of membership selected, on or before the Closing Date, at which time I will have use of the Club Facilities provided for under this Agreement. The current amount of dues for each membership category is described on a separate Schedule of Dues, Fees and Charges, and is subject to change.

If I fail to make the payment of the remaining balance of the membership deposit and the annual membership dues on or before the Closing Date as stated above, the Club may terminate my membership and retain as liquidated damages any amount of the membership deposit previously paid by me. I acknowledge that if I fail to pay the remaining balance of the membership deposit and the annual membership dues on or before the Closing Date as stated above, actual damage and loss to the Club resulting therefrom cannot be readily ascertainable and that retention by the Club of the portion of the membership deposit paid by me will not constitute a penalty. The terms of this paragraph shall be controlling over any language in the Membership Plan regarding the Club's obligation to pay a refund to the member. The undersigned shall not be entitled to any refund if all payments of the membership deposit amount are not paid by the undersigned to the Club when due hereunder.

Membership is contingent upon approval by the Club, which approval shall be at its discretion. Upon signing this Agreement, the undersigned authorizes the disclosure and release of information to the Club for investigating my qualifications for membership, including my credit history, and agree to hold the Club harmless from any and all such acts.

**II. PAYMENT OF DUES, FEES AND CHARGES**

**Club Account.** I hereby request that all dues, fees and charges be billed directly to me. In the event that any amounts owed to the Club are not paid on a timely basis, I understand that I may be charged a late payment charge in accordance with the Rules and Regulations.

**III. REFUND OF MEMBERSHIP DEPOSIT**

My Membership Deposit will be refunded as follows:

- (a) Members Who Resign Prior to Thirty Years. A member who resigns less than 30 years after joining the Club will receive a refund when the resigned membership is reissued by the Club to a new member. Provided that the member has paid his or her entire membership deposit in full, the amount of the refund will be the greater of: (i) the amount of the membership deposit previously paid by the resigning member, without interest, or (ii) seventy percent (70%) of the then-current membership deposit charged by the Club to the new member acquiring the membership.

- (b) Members Who Continue Their Membership for 30 Years. A member who continues to remain a member in good standing for 30 years will receive a refund 30 years after the member joined the Club. The amount of the refund will be the amount of the membership deposit previously paid by the member, without interest. The member or the member's estate will not receive any additional refund when the membership is eventually resigned and reissued by the Club to a new member, or acquired by a spouse or heir of the member.

The obligation to repay the membership deposit shall be subject to set-off for all amounts due under The Ritz-Carlton Golf Club & Spa, Jupiter Membership Plan, and Rules and Regulations which remain unpaid on the repayment thereof. In the event that there are any amounts owing to the Club by a resigned member which are past due (including annual dues), the Club reserves the right to move the resigned membership to the bottom of the reissuance waiting list until such amounts have been paid in full. The membership deposit may be prepaid in whole or in part at any time without penalty or premium.

#### IV. ACKNOWLEDGMENT OF MEMBERSHIP RIGHTS

I acknowledge that membership in the Club permits the member to use the Club Facilities referred to in the Membership Plan in accordance with the Membership Plan and Rules and Regulations. Membership in the Club is not an investment in the Company referred to below, or the Club Facilities, and does not give a member a vested or prescriptive right or easement to use the Club Facilities. Membership in the Club does not provide a member with an equity or ownership or any other property interest in the Company or the Club Facilities. A member only acquires a revocable license to use the Club Facilities in accordance with the terms and conditions of the Membership Plan and Rules and Regulations, as the same may be amended from time to time, and this Membership Agreement. All rights and privileges of members under the Membership Plan, the Rules and Regulations and this Membership Agreement are subordinate to the lien of any mortgage encumbering the Club Facilities from time to time. The Club reserves the right, in its discretion, to terminate or modify the Membership Plan and the Rules and Regulations to reserve memberships, to reduce the 30 year repayment term of the membership deposits paid by members, to sell, lease or otherwise dispose of the Club Facilities in any manner whatsoever and to any person whomsoever, to add, issue, modify or terminate any type or category or class of membership, to recall any membership at any time for any or no reason whatever, to discontinue operation of any or all of the Club Facilities, to convert the Club into a membership-owned club, and to make any other changes in the terms and conditions of the membership or the Club Facilities available for use by members. In the event of termination of the Membership Plan, termination of any category of membership, recall of the membership or the discontinuance of operation of all or substantially all of the Club Facilities, the members affected will be entitled to a refund of the membership deposit paid within 30 days. In the event that the Club Facilities are sold and the buyer assumes liability for the repayment of the membership deposit, the undersigned shall look solely to the new owner for repayment of the membership deposit and the seller of the Club Facilities shall be released from all liability for the repayment thereof. In the event of a sale of the Club Facilities, the buyer shall take title subject to the terms and provisions of the then existing Membership Plan.

I hereby acknowledge that the use of the Club Facilities and any privilege or service incident to membership is undertaken with knowledge of risk of possible injury. I hereby accept any and all risk of injury to myself, my guests and my family sustained while using the Club Facilities or while involved in any event or activity incident to membership in the Club. I agree to release and indemnify the Company doing business as the Club, their successors and assigns and their respective directors, officers, partners, members, shareholders, employees, representatives and agents and the members of the advisory Board of Governors of the Club and any Club committee in accordance with the provisions of the Rules and Regulations of the Club.

V. MEMBERSHIP PLAN DOCUMENTS

I hereby acknowledge receipt of The Ritz-Carlton Golf Club & Spa, Jupiter Membership Plan, and Rules and Regulations and that I have read and understand them, and agree to be bound by the terms and conditions thereof as the same may be amended from time to time by the Club. I further acknowledge that I am not relying on any oral representations in acquiring a membership in the Club.

This Membership Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without giving effect to principles of conflicts of law.

The Club may pledge or assign this Membership Agreement.

All information contained within this Membership Agreement will be kept confidential by the Club and/or the Company, except in the ordinary course of Club operations or as required by law.

If the prospective member is married, the signatures of both spouses are required.

Dated: 8/13/08

[Handwritten Signature]

Applicant's Signature

Dated: \_\_\_\_\_

[Handwritten Signature]

Spouse's Signature

This Membership Agreement shall not be binding on the Club until the acceptance below is signed.

ACCEPTED BY:

**RBF, LLC, d/b/a  
THE RITZ-CARLTON GOLF CLUB & SPA,  
JUPITER**

By: \_\_\_\_\_  
Authorized Representative

Dated: 8/13/08

12-1-06

**THE RITZ CARLTON GOLF CLUB & SPA, JUPITER  
115 EAGLE TREE TERRACE  
JUPITER, FLORIDA 33458**

# EXHIBIT "D"

**THE RITZ-CARLTON GOLF CLUB & SPA,  
JUPITER  
MEMBERSHIP DOCUMENTS**

December 2002

**THE RITZ-CARLTON GOLF CLUB & SPA,  
JUPITER**

**MEMBERSHIP PLAN**

December 2002

## THE RITZ-CARLTON GOLF CLUB & SPA, JUPITER

### GENERAL DESCRIPTION OF MEMBERSHIP PLAN

#### MEMBERSHIP PRIVILEGES

This Membership Plan describes the privileges of membership in The Ritz-Carlton Golf Club & Spa, Jupiter (the "Club") which will offer members and their guests a world-class golf and spa experience. The Club is designed to combine Jack Nicklaus' golf vision with Ritz-Carlton's experience in lifestyle enhancement for those who share a love of the game and expect the highest in standards and quality.

#### CLUB FACILITIES

The "Club Facilities" which will be available to members, their families and guests will include the following:

- An 18 hole Jack Nicklaus Signature golf course;
- Golf Learning Center, including driving range, bunker area and practice putting green;
- A Clubhouse consisting of approximately 50,000 square feet, featuring a member's lounge and restaurant where members may gather, complete golf shop and men's and women's locker rooms; and
- A Spa and fitness facility consisting of approximately 15,000 square feet, featuring fitness equipment, a pool, pool bar and grille, saunas, whirlpools and steam rooms and separate massage therapy and body treatment rooms for men and women.

#### SPECIAL MEMBERSHIP BENEFITS

In addition to exceptional Club Facilities, membership in the Club offers a number of attractive benefits, including:

- **Exclusivity.** Membership is by invitation only.
- **Refundable Membership Deposit.** The greater of one hundred percent (100%) of the membership deposit paid by the member for a membership or seventy percent (70%) of the then current membership price is refundable upon resignation and reissuance of the membership, as provided for in this Membership Plan.
- **Immediate Family Privileges.** A member's immediate family, consisting of his or her spouse and their unmarried children, under the age of 23 who are living at home, attending school on a full-time basis or in the military are entitled to use the Club Facilities according to the member's category of membership.

- **Extended Family Privileges.** The adult children, parents, siblings, grandparents, and grandchildren of the member and spouse and the spouses of such children, parents, siblings, grandparents and grandchildren are also entitled to use the Club Facilities when accompanied by the member or in residence in the member's real estate upon payment of reduced greens fees and any applicable user fees and in accordance with the member's category of membership.
- **Resigned Memberships Reissued Prior to Membership Sell-Out.** Resigned members do not have to wait until all new memberships in the Club have been issued before their membership is reissued and receive their refund. Every fifth membership within a category will be a resigned membership from the waiting list.
- **Transferability of Memberships.** Memberships are transferable through the Club to the subsequent purchaser of a member's real estate in the Community subject to the approval of the purchaser by the Club.
- **No Assessments.** Members will pay dues, but are not subject to operating assessments and there will be no capital assessments unless approved by a majority vote of the members.
- **Concierge.** A concierge service is available which will enable members to arrange for a variety of services and business assistance that relate to Club activities or services while in residence.

#### **CONSTRUCTION OF CLUB FACILITIES**

The golf course opened for play in November 2002. Construction of the clubhouse and balance of the Club Facilities began in mid 2002.

#### **CAREFULLY REVIEW ALL MEMBERSHIP DOCUMENTS**

Every person who is considering acquiring a membership should carefully read this Membership Plan and all of the referenced documents and should seek professional advice to evaluate these documents.

#### **RELY ONLY ON INFORMATION IN THIS MEMBERSHIP PLAN**

**NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATIONS NOT CONTAINED IN THIS MEMBERSHIP PLAN AND THE REFERENCED DOCUMENTS AND, IF GIVEN OR MADE, SUCH INFORMATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE CLUB. IN THE EVENT OF A CONFLICT BETWEEN THE TERMS OF MEMBERSHIP CONTAINED IN THE MEMBERSHIP PLAN, RULES AND REGULATIONS AND MEMBERSHIP AGREEMENTS WITH OTHER PRINTED MATERIALS, THE MEMBERSHIP PLAN, RULES AND REGULATIONS AND MEMBERSHIP AGREEMENTS SHALL GOVERN.**

**MEMBERSHIPS AT THE CLUB ARE OFFERED ONLY FOR  
RECREATIONAL PURPOSES**

**MEMBERSHIPS AT THE CLUB ARE BEING OFFERED EXCLUSIVELY FOR THE  
PURPOSE OF PERMITTING MEMBERS THE RECREATIONAL USE OF THE CLUB  
FACILITIES. MEMBERSHIPS SHOULD NOT BE VIEWED AS AN INVESTMENT  
AND NO MEMBER SHOULD EXPECT TO DERIVE ANY ECONOMIC PROFITS  
FROM MEMBERSHIP AT THE CLUB.**

**NO FEDERAL OR STATE AUTHORITY HAS PASSED UPON OR ENDORSED THE  
MERITS OF THIS MEMBERSHIP PLAN.**

**PROCEDURES TO ACCEPT INVITATION FOR MEMBERSHIP**

Membership shall be by invitation only. A person who has been invited for membership may become a member by submitting a Membership Agreement to the Club and paying the required membership deposit.

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December 2002

## GENERAL DESCRIPTION OF MEMBERSHIP PLAN

### THE CLUB WILL IMPLEMENT THIS MEMBERSHIP PLAN

The Club proposes to implement this Membership Plan, including the Rules and Regulations of the Club, pursuant to which members, their families, guests, and other persons will be permitted to use the Club Facilities at the Club. The terms of membership are described in this Membership Plan, the Rules and Regulations and the Membership Agreement.

### CLUB FACILITIES

Members, their families and guests will enjoy the following Club Facilities:

- **18-hole Jack Nicklaus Signature Golf Course.** The golf course at The Ritz-Carlton Golf Club & Spa, Jupiter will be the focal point of the Club and the Community. This course is designed with tee placements that are a challenge to the low-handicapper while creating an enjoyable golfing experience for all levels of players.
- **Golf Learning Center.** An extensive golf learning center including a driving range, a practice chipping area, and a putting green will be created adjacent to the clubhouse.
- **Clubhouse.** The approximately 50,000 square foot clubhouse will be the social center for the Club. The clubhouse will feature a member's lounge and restaurant where members may gather, along with the traditional golf shop and locker rooms.
- **Tennis Facilities.** Our tennis facilities will feature 2 all-weather tennis courts.
- **Spa and Fitness Facilities.** An approximately 15,000 square foot state-of-the-art spa and fitness center will offer a fitness equipment, a pool, pool bar and grille, saunas, whirlpools and steam rooms and separate massage therapy and body treatment rooms for men and women.

### ADDITIONAL CLUB FACILITIES

The Club may, in its sole discretion, expand the Club Facilities, or add additional facilities either on or off-site as it determines appropriate from time to time, including additional golf facilities. If additional facilities are added to the Club Facilities, the number of memberships issued in the Club may be increased.

For each additional 18 holes added to the Club Facilities, the total number of memberships may be increased by up to 300 additional Golf and Full Memberships.

## PERSONALIZED MEMBER SERVICES

A concierge service is available to members, which will enable members to arrange for a variety of services that relate to Club activities or services while in residence, including dinner reservations, tickets to sporting and cultural events, local transfers, shuttle service, car rentals, and business assistance, such as copies and faxes. The concierge service is included with a membership, but the cost of services used will be charged to the member.

## OWNERSHIP AND OPERATION OF THE CLUB FACILITIES

RBF, LLC, a Delaware limited liability company (the "Company"), owns and operates the Club Facilities (the Club and the Company are hereinafter sometimes collectively referred to as the "Club").

## MEMBERSHIP CATEGORIES AND PRIVILEGES

### CATEGORIES OF MEMBERSHIP

In order to provide exclusivity and availability of facilities and services to members, the Club is offering a limited number of Golf Memberships, Ritz-Carlton Club Golf Memberships and Social & Spa Memberships. The Club may offer certain other memberships and use privileges as described in the "Other Memberships and Use Privileges" provision in this Membership Plan.

### DESCRIPTION OF MEMBERSHIP PRIVILEGES

Each person who acquires a membership will be entitled to use the Club Facilities in accordance with his or her category of membership and the terms and conditions of this Membership Plan. The membership privileges currently associated with membership are as follows:

**Full Membership.** Each person who acquires a Full Membership will be entitled to use all of the golf and social facilities of the Club, including dining and the planned Spa featuring fitness, treatments and more. Full Members will not be required to pay greens fees for use of the golf facilities, but will be required to pay guest fees, caddie fees, golf cart fees and all other appropriate member fees. Full Memberships are being offered to residents and non-residents of the Community. Resident Full Members include owners of Estate Homes, Residence Homes and purchasers of interests in The Ritz-Carlton Club.

**Golf Membership.** Each person who acquires a Golf Membership will be entitled to use all of the golf, social and dining facilities of the Club. Golf Members will not be required to pay greens fees for use of the golf facilities, but will be required to pay guest fees, caddie fees, golf cart fees and all other appropriate member fees. Golf Members will not have privileges at the Spa and fitness facility. Golf Memberships are being

offered to residents and non-residents of the Community. Resident Golf Members include owners of Estate Homes and Residence Homes.

**Ritz-Carlton Club Golf Membership.** Ritz-Carlton Club Golf Memberships are only available to purchasers of a fractional condominium interest in Eagle Tree Condominium located within the Community (as hereinafter defined). Each person who acquires a Ritz-Carlton Club Golf Membership will be entitled to use all of the golf and social facilities of the Club including dining and the planned Spa featuring fitness, treatments and more, when in residence at the Club. Ritz-Carlton Club Golf Members will not be required to pay greens fees for use of the golf facilities when in residence, but will be required to pay guest fees, caddie fees, golf cart fees and all other appropriate fees. When not in residence, Ritz-Carlton Club Golf Members will be permitted to use the Club Facilities on a space available basis and will be required to pay greens fees for use of the golf facilities in addition to the other fees and charges incurred while using the Club Facilities.

**Social & Spa Membership.** Each person who acquires a Social & Spa Membership will be entitled to use all of the non-golf facilities of the Club, including dining and the planned Spa featuring fitness, treatments and more.

#### **ADVANCE SIGN-UP PRIVILEGES**

The Club may adopt tee time reservation policies from time to time to ensure access by all members.

#### **RULES AND POLICIES**

In order to enhance the recreational and social pleasure of members and their guests, the Club reserves the right to establish or modify rules, regulations, policies, guidelines, or systems governing access or reservation of the Club Facilities.

### **NUMBER OF MEMBERSHIPS**

#### **LIMIT ON THE NUMBER OF MEMBERSHIPS**

The number of memberships permitted to be issued in the Club will be based on the number of residences within The Ritz-Carlton Golf Club & Spa community and a select number of Non-Resident Full and Golf Members and Social & Spa Members. The Ritz-Carlton Golf Club & Spa, Jupiter community is anticipated to be limited to a total of 150 homes, which is expected to include a combination of whole ownership homes and up to 70 interval ownership homes. Each interval ownership home may feature up to 8 member owners. Full Memberships have been reserved for each whole-ownership real estate purchaser and Ritz-Carlton Club Golf Memberships have been reserved for each interval ownership real estate purchaser. In addition, Full and Golf Memberships will be available to a limited number of non-residents of The Ritz-Carlton Golf Club & Spa, Jupiter community.

The maximum total number of Full and Golf Memberships will be limited to 300. Since Ritz-Carlton Club Golf Members will only have full golf privileges while in residence, eight Ritz-Carlton Club Golf Memberships shall count as one Golf Membership with respect to the cap of 300 Golf Memberships. The number of Non-Resident Full and Golf Memberships will depend upon the extent that purchasers of real estate in the Community acquire a Full or Golf Membership or a Ritz-Carlton Club Golf Membership. Social & Spa Memberships will be available to up to 250 residents or non-residents of The Ritz-Carlton Golf Club & Spa, Jupiter community. The limit on the total number of Social & Spa Memberships may be increased in proportion to the total number of Golf Memberships issued, since Golf Members do not have Spa privileges.

The Club, in its sole discretion, may limit the number of memberships available in the Club or in any category of membership, or add dining or other non-golfing categories of membership, as the Club determines appropriate, from time to time.

In the event the Company purchases additional property and adds additional facilities as it determines appropriate from time to time, including additional golf facilities, the Club may increase the number of memberships issued in proportion to the number of holes of golf added.

## **FAMILY AND GUEST PRIVILEGES**

### **IMMEDIATE FAMILY PRIVILEGES**

A member's spouse will be entitled to use the Club Facilities in accordance with the member's category of membership and the Rules and Regulations of the Club. A member's unmarried children under the age of twenty-three (23), who are living at home, serving in the military or attending school on a full time basis, will be entitled to use the Club Facilities according to the member's category of membership and on the following basis: A member's children may play with the member any time and may play unaccompanied only during times designated by Club.

To provide for the utmost playing pleasure for all members, the Club may establish playing times for members only. The immediate family will have the same golf privileges as the member during all times except member-only playing times.

### **PRIVILEGES FOR INDIVIDUAL LIVING WITH MEMBER**

An unmarried member living together with another individual in the same household as a family unit may designate the other individual on a membership year basis to use the Club Facilities as an immediate family member. The member shall be responsible for the payment of all charges and fees incurred by the designated user. The Club reserves the right to establish such fees and other rules and policies it deems appropriate.

## **EXTENDED FAMILY PRIVILEGES**

A member's extended family will be permitted to use the Club Facilities in accordance with the member's category of membership and the Club's Rules and Regulations upon payment of reduced greens fees and other applicable fees. The extended family of the member shall include the adult children who do not fall within the definition of immediate family, parents, siblings, grandparents and grandchildren and the spouses of such children, parents, siblings, grandparents and grandchildren. The Club may modify or terminate this privilege and establish such rules and policies with respect thereto as it may determine from time to time.

## **USE OF THE CLUB FACILITIES BY A GUEST OF A MEMBER**

Members may have guests use the Club Facilities in accordance with the member's category of membership and the Rules and Regulations of the Club. The Club may limit the number of guests and extended family members and the number of times a particular guest or extended family member may use the Club Facilities during each membership year. The member will be responsible for the payment of charges incurred but not paid by his or her guests within the customary billing and collection procedures of the Club, including any applicable daily guest fees established by the Club from time to time. Members will be responsible for the department of their guests.

The Club will have the right to allow unaccompanied guests to play golf upon the payment of an unaccompanied guest fee. Unaccompanied guests must be sponsored by a member in advance. Tee times for unaccompanied guests of the Club will be restricted as determined by the Club from time to time.

## **INVITATION FOR MEMBERSHIPS**

### **ELIGIBILITY FOR MEMBERSHIP**

Membership is by invitation only. All invitations to membership will be made by the Club.

The Club's goal is to create and maintain a premier golf club, which offers a world-class golf experience for its members. Therefore, the Club reserves the right to implement policies with respect to membership in the Club, which will enable the Club to provide its members with the utmost enjoyment.

### **OWNERSHIP OF PROPERTY IN THE COMMUNITY**

Ownership of real estate in The Ritz-Carlton Golf Club & Spa, Jupiter residential community ("the Community") does not guarantee membership in the Club. At the Club's sole discretion, property owners may or may not be invited for membership. All references herein to "real estate" or "property" in the Community shall include interval ownership interests offered in the Community.

### **ACCEPTANCE OF INVITATION FOR MEMBERSHIP**

A person who has been invited for membership may become a member by submitting a Membership Agreement to the Club, along with the required membership deposit.

### **RESERVED MEMBERSHIPS**

All of the unissued memberships will be reserved by the Club and will not be considered to be available memberships in the Club. The Club may not be compelled to sell a reserved membership. The Club may issue a reserved membership to any person which the Club, in its sole discretion, determines appropriate from time to time, including persons who do not own real estate in the Community.

### **INITIAL PURCHASERS OF REAL ESTATE**

Each initial purchaser of real estate in the Community who is invited and has been approved may at any time within 60 days from the date of his or her real estate contract, apply for a membership in the Club, provided the Club has a membership for sale. Payment of the required membership deposit shall be due no later than closing upon the real estate. The number of memberships in each category is limited and available memberships in each category will generally be issued on a first-come, first-served basis. Any initial purchaser who has been invited and does not apply for a membership within 60 days from the date of his or her real estate contract may apply for a membership at a later date only if one is available and not otherwise reserved by the Club, and only upon payment of the residential membership deposit which is in effect at the time the membership is acquired. OWNERSHIP OF REAL ESTATE DOES NOT GIVE ANY VESTED RIGHT OR EASEMENT, PRESCRIPTIVE OR OTHERWISE, TO USE THE CLUB FACILITIES, OR TO ACQUIRE A MEMBERSHIP IN THE CLUB AND DOES NOT GRANT ANY OWNERSHIP OR MEMBERSHIP INTEREST IN THE CLUB OR THE CLUB FACILITIES.

### **MEMBERSHIP PRIVILEGES PRIOR TO CLOSING**

The Club may allow the initial purchaser of real estate in the Community to use the Club Facilities as a member prior to the closing on his or her real estate. The person will be required to pay the applicable membership deposit, dues, fees and other charges established by the Club from time to time. In the event the purchaser does not close on the real estate, the Club may terminate the membership privileges by returning to the person the membership deposit and the unused portion of any dues, fees and charges paid by the person in advance for the remainder of the membership year. In this event, a membership will thereafter be made available to the person only in the discretion of the Club, and the person will be charged the Non-Resident Membership deposit then in effect.

## MEMBERSHIP DEPOSIT

### MEMBERSHIP DEPOSIT REQUIRED TO ACQUIRE A MEMBERSHIP

Each person who desires to acquire a membership will be required to pay a refundable membership deposit determined by the Club from time to time. The Club initially plans to charge a higher membership deposit for Non-Resident Full and Golf Memberships than for Resident Full and Golf Memberships. This price difference may or may not continue in the future, in the club's sole discretion. Membership deposits are refundable only in accordance with this Membership Plan, the Rules and Regulations of the Club and the Membership Agreement.

### REFUND OF MEMBERSHIP DEPOSIT

The membership deposit of a member will be refunded as follows:

- (a) Members Who Resign Prior to Thirty Years. A member who resigns less than 30 years after joining the Club will receive a refund when the resigned membership is reissued by the Club to a new member. The amount of the refund will be the greater of: (i) the amount of the membership deposit previously paid by the resigning member, without interest, or (ii) seventy percent (70%) of the then-current membership deposit charged by the Club to the new member acquiring the membership.
- (b) Members Who Continue Their Membership for 30 Years. A member who continues to remain a member in good standing for 30 years will receive a refund 30 years after the member joined the Club. The amount of the refund will be the amount of the membership deposit previously paid by the member, without interest. The member or the member's estate will not receive any additional refund when the membership is eventually resigned and reissued by the Club to a new member, or acquired by a spouse or heir of the member.

### MEMBER MAY CONTINUE MEMBERSHIP AT END OF THIRTY YEARS

A member who continues to be a member for thirty years and receives a refund of the membership deposit may elect to continue his or her membership at the end of the 30-year period. The member will be obligated to continue to pay the then current membership dues, fees and charges. Any member who elects to continue his or her membership at the end of the 30-year period will not be included in any cap or limits on the total number of members or the number of members in any category.

### DEDUCTION OF AMOUNTS OWED TO CLUB

The Club will deduct from any amount to be repaid to the member any amount which the member owes the Club.

## **ESCROW OF MEMBERSHIP DEPOSITS**

One-quarter of each membership deposit paid by Full and Golf Members, and the twenty percent (20%) membership deposit down payment (or such other agreed upon amount) required to be made upon the execution of the Social & Spa Membership Agreement, will be held in escrow pursuant to an Escrow Agreement for membership deposits until a certificate of occupancy has been issued for the clubhouse and the other social/spa facilities, at which point such amounts shall be disbursed to the Club.

If the Club provides security ensuring completion of the Club Facilities or a refund of amounts paid in respect of a membership in the Club if the Club Facilities are not completed, the escrow agent is authorized to release amounts held in escrow as more particularly provided in the Escrow Agreement for Membership Deposits.

## **TAX CONSEQUENCES OF ACQUIRING A MEMBERSHIP**

The Club makes no representations and expresses no opinions regarding the federal, state or local income tax consequences of acquiring a membership or with respect to any membership deposits paid to the Club. All persons acquire their memberships subject to all applicable tax laws, as the same may be amended from time to time. Certain provisions of the Internal Revenue Code may impute interest income to a lender with respect to a non-interest-bearing loan. The Club has been advised by its attorneys that at the present time, the Internal Revenue Service has not applied imputed interest to membership deposits in a club. However, there can be no guarantee that the Internal Revenue Service will not in the future apply imputed interest rules to the membership deposits. Accordingly, members should consult with their own tax advisors with respect to the tax consequences of any membership deposits.

## **TRANSFER OF MEMBERSHIP**

### **TRANSFER OF MEMBERSHIP TO THE CLUB**

A member may transfer his or her membership only to the Club. Should a member desire to resign from the Club, the member shall be required to give written notice to the Club. The resigned membership will be placed on a waiting list and will be reissued on a first-resigned, first-reissued basis as follows:

- (a) Prior to the initial sale of all of the memberships in the resigned member's category of membership, provided there is a resigned membership on the waiting list, every fifth membership issued in that category will be a resigned membership from the waiting list (the other four memberships being from the Club's unissued memberships). This procedure allows the reissuance of resigned memberships prior to the issuance of all memberships in the Club.
- (b) After the initial sale of all memberships in the resigned member's category of membership, each membership issued in that category will be a resigned membership from the waiting list.

The Club will maintain separate waiting lists for the reissuance of resigned Resident Full Memberships, Resident Golf Memberships, Ritz-Carlton Club Golf Memberships and Non-Resident Full and Golf Memberships.

If a member who owns real estate in the Community sells or transfers his or her property, the Club, in its sole discretion, may decide whether or not to invite the purchaser or new owner of the property to become a member. If the purchaser or new owner is invited for membership and the seller of the property resigns his or her membership to the Club, the purchaser or new owner of the property shall go to the top of the waiting list and acquire the resigned membership from the Club at the then current membership price for the resigning member's category of membership.

#### **TRANSFER TO NEW PROPERTY WITHIN COMMUNITY**

If a member acquires another property in the Community, the member may assign his or her membership to that new real estate, subject to submitting the proper forms required by the Club, which forms must be signed by the member and the person whose real estate the member is acquiring, if that person is also a member of the Club.

#### **IF A MEMBER SELLS PROPERTY IN COMMUNITY**

If a member sells his or her whole ownership or fractional interest in a property in the Community, does not resign from the Club and does not acquire another property or fractional interest in a property in the Community, the Club may recall the membership at any time in its sole discretion. If the membership is recalled, the membership will be treated as being resigned.

#### **THE CLUB MAY REPURCHASE MEMBERSHIPS UNDER OTHER CIRCUMSTANCES**

The Club may, in its sole and absolute discretion, repurchase a resigned membership under any other circumstances which the Club, in its sole discretion, determines appropriate.

#### **TRANSFER OF MEMBERSHIP UPON THE DEATH OF A MEMBER**

Upon the death of a member, the membership will be transferred to the member's surviving spouse without the payment of any additional membership deposit, subject to approval of the surviving spouse by the Club. If there is no surviving spouse, or the surviving spouse does not desire to be a member, or the surviving spouse is not approved for membership, then the legatee or heir of the member's property in the Community, if approved for membership by the Club, will have the right to acquire the deceased member's membership upon the payment of ninety percent (90%) of the then current membership deposit and will otherwise be treated as a subsequent purchaser of the member's real estate in the Community. Upon acquisition of the membership by a legatee or heir, the Club will pay the appropriate refund to the estate of the deceased member. The member's immediate family may continue to enjoy membership privileges in the Club for one year after the member's death upon the payment of any

dues, fees and charges. During this one year period, the legatee or heir must apply for the membership, and pay all dues, unpaid membership deposits and interest, if any, unpaid charges, and assessments for the intervening years between the date of the member's death and the date of the application. If the legatee or heir does not apply for the membership within one year after the death of the member, the membership will be deemed to have been resigned and will be reissued by the Club on the same basis as any other resigned membership.

#### **LEGAL SEPARATION OR DIVORCE OF MARRIED MEMBERS**

In the event of the divorce or separation of spouses having membership privileges, the membership, including all of its rights and benefits, will vest in the spouse awarded the membership by an agreement of separation or a decree of divorce. Until the award of the membership and written notice thereof is provided to the Club, both spouses will be jointly and severally liable for all dues and charges and both may continue to enjoy membership privileges so long as such amounts are timely paid. The Club reserves the right, in its sole discretion, not to transfer the membership to either spouse if the Club, in its sole discretion, is unable to determine the person who is lawfully entitled to receive the membership. In the case of divorce, if the Club has been unable to determine which spouse is legally entitled to the membership within six months after the date of the divorce decree, the membership shall automatically be deemed resigned.

#### **DUES AND CHARGES**

##### **DUES, FEES AND CHARGES**

The Club will determine the amount of dues, fees, minimums, service charges, and other charges to be payable by members each year. Dues shall be payable on an annual basis on or before the first day of each membership year, unless otherwise determined by the Club from time to time. The amount of dues, fees and other charges is subject to change from time to time by the Club. The payment of dues will not be abated for any reason.

##### **NO OPERATING ASSESSMENTS AGAINST MEMBERS**

Members will only pay membership dues, fees, minimums, service charges, and other charges established by the Club from time to time. Members will not be subject to any liability for operating assessments for the costs and expenses of operation of the Club or the Club Facilities. The Company will pay all operating deficits incurred in the operation of the Club Facilities and will retain all operating revenues resulting from operation of the Club Facilities.

#### **NO CAPITAL ASSESSMENTS UNLESS APPROVED BY A VOTE OF THE MEMBERS**

Members will not be subject to any assessments for capital improvements, repairs or replacements unless the assessment is approved by a vote of a majority of the total number of Full and Golf Members who are in good standing.

#### **MEMBERSHIP YEAR OF THE CLUB**

The Club's membership year will constitute the twelve month period commencing January 1 and ending December 31, unless otherwise established by the Club from time to time.

#### **PAYMENT OF DUES BY A RESIGNED MEMBER**

A resigned member shall be obligated to continue to pay dues, fees and other charges associated with the resigned membership until the reissuance of the membership by the Club to a new member.

#### **DUES AND OTHER FEES PAID IN ADVANCE WILL BE PRORATED WHEN THE MEMBERSHIP IS REISSUED**

If a membership is reissued during a membership year, the resigned member shall be entitled to a refund of a pro rata portion of any dues and other fees paid in advance for which services have yet to be rendered.

#### **A MEMBERSHIP MAY NOT BE PLEDGED EXCEPT FOR PURCHASE MONEY OBLIGATIONS**

A member may not pledge or hypothecate the membership except to the Club or to the extent the lien or security interest is incurred to finance the membership deposit. If the member defaults on the payments to the lender and the lender forecloses its security interest in the membership, the membership will be deemed to be resigned and the refund will be paid to the lender once the membership has been reissued by the Club to a new member as provided herein. The lender shall not have any rights with respect to the membership or the resignation status of the membership other than such refund right.

#### **ACKNOWLEDGMENT OF MEMBERSHIP RIGHTS**

Membership in the Club permits the member to use the Club Facilities in accordance with this Membership Plan and the Rules and Regulations, as they may be amended from time to time. Membership is not an investment in the Club, its facilities or the Company and does not give a member a vested or prescriptive right or easement to use the Club Facilities. Membership in the Club does not provide a member with an equity or ownership interest or any other property interest in the Club. A member only acquires a revocable license to use the Club Facilities. The Club reserves the right, in its

sole discretion, to terminate or modify this Membership Plan and Rules and Regulations, to reserve memberships, to discontinue operation of any or all of the Club Facilities, to sell, lease or otherwise dispose of the Club Facilities in any manner whatsoever and to any person whomsoever, to issue, modify or terminate any type or category of membership, to convert the Club into a membership-owned club, and to make any other changes in the terms and conditions of membership or in the Club Facilities available for use by members.

In the event of termination of the Membership Plan, termination of a person's category of membership or the discontinuance of operation of all or substantially all of the Club Facilities, the Club will refund the membership deposit to the affected members.

## **MEMBERSHIP AGREEMENT**

### **INVITATION TO MEMBERSHIP**

Membership is by invitation only. An applicant who has been invited for membership must mail or deliver to the Membership Director at the Club a fully completed and signed Membership Agreement and a check in U.S. funds for the amount required in respect of the membership deposit.

### **RIGHTS GOVERNED BY MEMBERSHIP PLAN.**

If approved for membership in the Club, the member agrees to be bound by the terms and conditions of this Membership Plan and the Rules and Regulations of the Club, as amended from time to time, and irrevocably agrees to fully substitute the membership privileges acquired pursuant to this Membership Plan and Rules and Regulations for any present or prior rights in or to use of the Club Facilities.

## **OTHER MEMBERSHIPS AND USE PRIVILEGES**

### **CHARTER MEMBERSHIPS**

The Club may issue up to sixteen (16) non-revocable permanent Charter Memberships. Charter Members will have the same privileges as Full Members and will not be required to pay membership deposits or dues and will not count towards the membership limits. Charter Members will pay caddie and cart fees and a la carte charges for services at the Spa.

### **MEMBERS IN WAITING**

The Club shall establish a list of "members in waiting" for any persons who purchase property in the Community and are approved by the Club but are unable to acquire a Full or Golf Membership because a membership is not available at that time. Members in waiting shall have the same privileges and pay the same membership deposit, dues, fees and charges as Full or Golf Members depending on the category of membership

chosen. The total number of members in waiting shall not exceed 10 at any time. Members in waiting shall not count against the cap or limit on the number of members. When a Full or Golf Membership becomes available, members in waiting shall have priority over all other persons who desire a membership. A member in waiting shall not have to pay any additional membership deposit to acquire a membership when one becomes available.

#### **HONORARY MEMBERSHIPS**

The Club may issue up to fifteen (15) Honorary Memberships in the Club to such persons as the Club determines appropriate from time to time. These Honorary Memberships will be available on such terms and conditions as the Club determines appropriate and will not count toward any membership limit. Honorary Members may have the same privileges as Full Members and may or may not pay the same fees and charges as Full Members. Honorary Members will not be obligated to pay dues unless the Club is ever converted into an equity, member-owned club.

#### **RECIPROCAL USE BY RITZ-CARLTON CLUB MEMBERS AND GUESTS**

The Club will permit members and guests from other Ritz-Carlton Clubs to use the Club Facilities while in residence in the Community. Ritz-Carlton Club Reciprocal Use Members will pay no greens fees but will pay caddie and cart fees for use of the golf course and will pay a la carte fees for the use of the Spa. Guests will be required to pay greens fees, caddie and cart fees for use of the golf course and will also be required to pay a la carte fees for use of the Spa.

#### **PROMOTIONAL USE AND TOURNAMENT OR GROUP PLAY**

The Club will have the right to designate other persons who will not count toward membership limits, including, without limitation, officers, directors, partners, shareholders, employees and designees of the Company and its affiliates and their guests to use the Club Facilities upon such terms and conditions as may be determined from time to time by the Club. The Club will also have the right to permit prospective purchasers of real estate in the Community or memberships in the Club to use the Club Facilities on such terms and conditions as may be determined from time to time by the Club. The Club reserves the right, in its sole and absolute discretion, to restrict or to otherwise reserve in advance the Club Facilities for maintenance, tournament or group play, outings and other special events from time to time.

### **CLUB OPERATIONS**

#### **MANAGEMENT AND CONTROL OF THE CLUB FACILITIES AND OPERATION OF THE CLUB**

The Company owns the Club Facilities and will manage and operate the Club Facilities. As a result, the Company is solely responsible for the government and administration of the Club Facilities and the Club and will have the exclusive authority to accept

members, set dues and charges, and control the management and affairs of the Club Facilities and the Club. The Company also reserves the right to engage a professional management company to operate the Club Facilities.

#### **BOARD OF GOVERNORS**

The Club will establish an advisory Board of Governors composed of members whose purposes include fostering good relations between the members and management of the Club, providing the members with input on programs, plans and activities of the Club, and advising on the Club's policies and Rules and Regulations. The Board of Governors shall have no duty or power to negotiate or otherwise act on behalf of the Club, its management or the members of the Club, and shall serve only in an advisory capacity. The management of the Club will have the final authority on all matters concerning the Club Facilities and the members of the Club.

### **GENERAL PROVISIONS**

#### **POSSIBLE EQUITY CONVERSION**

The Company has reserved the right to convert the Club to an equity member-owned club in its sole and absolute discretion. Control of the equity club will be retained by the Company until all equity memberships are sold, or earlier in the discretion of the Company.

#### **GUARANTEED AVAILABILITY OF AN EQUITY MEMBERSHIP**

If and when equity memberships are offered, Full and Golf Members will be guaranteed the availability of an equity membership in the same or similar category for sixty days after the date equity memberships are first offered, and will be entitled to a credit towards the membership contribution required for equity membership in the amount of the membership deposit previously paid. Full and Golf Members who choose not to convert to equity membership may continue their membership privileges as non-equity members, but their memberships will be subject to recall by the Club in order to make an equity membership available. Upon recall of a non-equity membership, the non-equity member will be entitled to receive within thirty days of being recalled one hundred percent of the membership deposit and the prorated dues for the remainder of the year previously paid by the recalled member.

THE RITZ-CARLTON GOLF CLUB & SPA,  
JUPITER

FREQUENTLY ASKED QUESTIONS

The following questions and answers are designed to provide an understanding of The Ritz-Carlton Golf Club & Spa, Jupiter and the membership opportunity available at the Club. As these questions and answers are only summary in nature, you should read the Membership Plan and Rules and Regulations prior to purchasing a membership.

1. Q: **What is The Ritz-Carlton Golf Club & Spa, Jupiter?**

A: The Ritz-Carlton Golf Club & Spa, Jupiter is a new private club community located in Jupiter, Florida featuring exceptional golf and recreational facilities. The Club is designed to combine Jack Nicklaus' golf vision with Ritz-Carlton's experience in lifestyle enhancement for those who share a love of the game and expect the highest in standards and quality. The Club is offering a limited number of memberships in four categories: Full Memberships, Golf Memberships, Ritz-Carlton Club Golf Memberships and Social & Spa Memberships.

2. Q: **Who owns the Club Facilities?**

A: RBF, LLC, a Delaware limited liability company (the "Company"), owns and operates the Club Facilities.

3. Q: **What facilities will the Club offer?**

A: Members, their families and guests will enjoy the following Club Facilities:

- **18-hole Jack Nicklaus Signature Golf Course.** The golf course at The Ritz-Carlton Club & Spa, Jupiter is the focal point of the Club and the Community. This course is designed with tee placements that are a challenge to the low-handicapper while creating an enjoyable golfing experience for all levels of players.
- **Golf Learning Center.** An extensive golf learning center including a driving range, a practice chipping area, and a putting green will be created adjacent to the clubhouse.
- **Clubhouse.** The approximately 50,000 square foot clubhouse will be the social center for the Club. The clubhouse will feature a member's lounge and restaurant where members may gather, along with the traditional golf shop and locker rooms.
- **Tennis Facilities.** Our tennis facilities will feature 2 all-weather tennis courts.
- **Spa and Fitness Facilities.** An approximately 15,000 square foot state-of-the-art spa and fitness center will offer fitness equipment, a pool, pool bar and grille, saunas, whirlpools and steam rooms and separate massage therapy and body treatment rooms for men and women.

4. Q: **When will construction of the Club Facilities be completed?**

A: The golf course is anticipated to be completed and open for play in 2002. Construction on the clubhouse and balance of the Club Facilities is scheduled to begin in mid 2002.

5. Q: **How many memberships will be offered in the Club?**

A: The number of memberships permitted to be issued in the Club will be based on the number of residences within the Community and a select number of Non-Resident Golf Members and Social & Spa Members. The Community is anticipated to be limited to a total of 150 homes, which is expected to include a combination of whole ownership homes and up to 70 interval ownership homes. Each interval ownership home may feature up to 8 member owners. Full Memberships have been reserved for each whole ownership real estate purchaser and Ritz-Carlton Club Golf Memberships have been reserved for each interval ownership real estate purchaser. In addition, Full and Golf Memberships will be available to a limited number of non-residents of the Community. The total maximum number of Full and Golf Memberships will be limited to 300. Since Ritz-Carlton Club Golf Members will only have full golf privileges while in residence, eight Ritz-Carlton Club Golf Memberships shall count as one Golf Member with respect to the cap of 300 Golf Memberships. The number of Non-Resident Golf Memberships will depend upon the extent that purchasers of real estate in the Community acquire a Full or Golf Membership or a Ritz-Carlton Club Golf Membership. Social & Spa Memberships will be available to up to 250 residents or non-residents of the Community. The limit on the total number of Social & Spa Memberships may be increased in proportion to the total number of Golf Memberships issued, since Golf Members do not have Spa privileges.

The Club, in its sole discretion, may limit the number of memberships available in the Club or in any category of membership, or add dining or other non-golfing categories of membership, as the Club determines appropriate, from time to time.

In the event the Company purchases additional property and adds additional facilities as it determines appropriate from time to time, including additional golf facilities, the Club may increase the number of memberships issued in proportion to the number of holes of golf added.

6. Q: **What are the privileges of a Full Membership?**

A: Each person who acquires a Full Membership will be entitled to use all of the golf and social facilities of the Club, including dining and the planned Spa featuring fitness, treatments and more. Full Members will not be required to pay greens fees for use of the golf facilities, but will be required to pay guest fees, caddie fees, golf cart fees and all other appropriate member fees. Full Memberships are being offered to residents

and non-residents of the Community. Resident Full Members include owners of Estate Homes, Residence Homes and purchasers of interests in The Ritz-Carlton Club.

7. Q: What are the privileges of a Golf Membership?

A: Each person who acquires a Golf Membership will be entitled to use all of the golf, social and dining facilities of the Club. Golf Members will not be required to pay greens fees for use of the golf facilities, but will be required to pay guest fees, caddie fees, golf cart fees and all other appropriate member fees. Golf Members will not have privileges at the Spa and fitness facility. Golf Memberships are being offered to residents and non-residents of the Community. Resident Golf Members include owners of Estate Homes and Residence Homes.

8. Q: What are the privileges of a Ritz-Carlton Club Golf Membership?

A: Ritz-Carlton Club Golf Memberships are only available to purchasers of a fractional condominium interest in Eagle Tree Condominium located within the Community (as defined in the Membership Plan). Each person who acquires a Ritz-Carlton Club Golf Membership will be entitled to use all of the golf and social facilities of the Club including dining and the planned Spa featuring fitness, treatments and more, when in residence at the Club. Ritz-Carlton Club Golf Members will not be required to pay greens fees for use of the golf facilities when in residence, but will be required to pay guest fees, caddie fees, golf cart fees and all other appropriate fees. When not in residence, Ritz-Carlton Club Golf Members will be permitted to use the Club Facilities on a space available basis and will be required to pay greens fees for use of the golf facilities in addition to the other fees and charges incurred while using the Club Facilities.

9. Q: What are the privileges of a Social & Spa Membership?

A: Each person who acquires a Social & Spa Membership will be entitled to use all of the non-golf facilities of the Club, including dining and the planned Spa featuring fitness, treatments and more.

10. Q: What are the special features of membership in the Club?

A: Membership in The Ritz-Carlton Golf Club & Spa, Jupiter currently offers a number of special features such as:

- **Exclusivity.** Membership is by invitation only.
- **Refundable Membership Deposit.** The greater of one hundred percent (100%) of the membership deposit paid by the member for a membership or seventy percent

(70%) of the then current membership price is refundable upon resignation and reissuance of the membership, as provided for in the Membership Plan.

- **Immediate Family Privileges.** A member's immediate family, consisting of his or her spouse and their unmarried children, under the age of 23 who are living at home, attending school on a full-time basis or in the military are entitled to use the Club Facilities according to the member's category of membership.
- **Extended Family Privileges.** The adult children of the member and spouse, parents, siblings, grandparents and grandchildren, and the spouses of such children, parents, siblings, grandparents and grandchildren are also entitled to use the Club Facilities when accompanied by the member or in residence in the member's real estate upon payment of reduced greens fees and any applicable user fees and in accordance with the member's category of membership.
- **Resigned Memberships Reissued Prior to Membership Sell-Out.** Resigned members do not have to wait until all new memberships in the Club have been issued before their membership is reissued and receive their refund. Every fifth membership within a category will be a resigned membership from the waiting list.
- **Transferability of Memberships.** Memberships are transferable through the Club to the subsequent purchaser of a member's real estate in the Community subject to the approval of the purchaser by the Club.
- **No Assessments.** Members will pay dues, but are not subject to operating assessments and there will be no capital assessments unless approved by a majority vote of the members.
- **Concierge.** A concierge service is available which will enable members to arrange for a variety of services and business assistance that relate to Club activities or services while in residence.

11. Q: Will my family members be welcome at the Club?

A: Yes. The ability to spend quality time with members of the family is of paramount importance these days. A member's spouse will be entitled to use the Club Facilities in accordance with the member's category of membership and the Rules and Regulations of the Club. A member's unmarried children under the age of twenty-three (23), who are living at home, serving in the military or attending school on a full time basis, will be entitled to use the Club Facilities on the following basis. A member's children may play with the member any time and may play unaccompanied only during times designated by Club.

A member's extended family will be permitted to use the Club Facilities in accordance with the member's category of membership upon payment of reduced greens fees and

other applicable fees. The extended family shall include the adult children who do not fall within the definition of immediate family, parents, siblings, grandparents and grandchildren, and the spouses of such children, parents, siblings, grandparents and grandchildren. The Club may modify or terminate this privilege and establish such rules and policies with respect thereto as it may determine from time to time.

12. Q: **May I invite guests to the Club?**

A: Yes. Having your friends enjoy the Club's outstanding facilities with you is a wonderful attribute of membership in the Club. Therefore, members may have guests use the Club Facilities in accordance with the member's category of membership and the Rules and Regulations of the Club. The Club may limit the number of guests and the number of times a particular guest may use the Club Facilities during each membership year. The member will be responsible for the payment of charges incurred but not paid by his or her guests within the customary billing and collection procedures of the Club, including any applicable daily guest fees established by the Club from time to time. Members will be responsible for the department of their guests.

The Club will have the right to allow unaccompanied guests to play golf upon the payment of an unaccompanied guest fee. Unaccompanied guests must be sponsored by a member in advance. Tee times for unaccompanied guests of the Club may be restricted as determined by the Club from time to time.

13. Q: **Will there be any other types of membership available in the Club?**

A: Yes. A limited number of Charter and Honorary Memberships will be available and will not count towards the membership cap.

14. Q: **When will the membership deposit be repaid to the member?**

A: The membership deposit of a member will be refunded as follows:

- (a) Members Who Resign Prior to Thirty Years. A member who resigns less than 30 years after joining the Club will receive a refund when the resigned membership is reissued by the Club to a new member. The amount of the refund will be the greater of: (i) the amount of the membership deposit previously paid by the resigning member, without interest, or (ii) seventy percent (70%) of the then-current membership deposit charged by the Club to the new member acquiring the membership.
- (b) Members Who Continue Their Membership for 30 Years. A member who continues to remain a member in good standing for 30 years will receive a refund 30 years after the member joined the Club. The amount of the refund will be the amount of the membership deposit previously paid by the member, without

interest. The member or the member's estate will not receive any additional refund when the membership is eventually resigned and reissued by the Club to a new member, or acquired by a spouse or heir of the member.

15. Q: **Who is eligible to acquire a membership in the Club?**

A: Membership is by invitation only. All invitations to membership will be made by the Club. The Club's goal is to create and maintain a premier golf club, which offers a world-class golf experience for its members. Therefore, the Club reserves the right to implement policies with respect to membership in the Club, which will enable the Club to provide its members with the utmost enjoyment.

Each initial purchaser of real estate in the Community who is invited and has been approved may at any time within 60 days from the date of his or her real estate contract apply for a membership in the Club.

16. Q: **What happens if I am not invited and do not apply for a membership in the Club within the 60-day period?**

A: If you are not invited and do not apply for a membership within 60 days from the date of your real estate contract, you and the subsequent purchaser of your property may apply for a membership at a later date only if one is available and not otherwise reserved by the Club, and only upon payment of the Resident membership deposit which is then in effect at the time the membership is acquired.

17. Q: **Can I arrange to have my membership transferred to the subsequent purchaser of my real estate?**

A: Yes. Those members who own whole or fractional interests in real estate in the Community will be permitted to arrange through the Club for the transfer of their membership to the subsequent purchaser of their real estate. The subsequent purchaser must be approved for membership and pay the then required membership deposit.

The ability to arrange for the transfer of a member's membership to the purchaser of his or her whole ownership or fractional interest in property is an important attribute of membership because, even if there are no memberships available for issuance in the Club at the time, the subsequent purchaser can nonetheless obtain the seller's membership through the Club provided the purchaser is approved for membership.

18. Q: **Can members be assessed to cover any operating deficits or capital improvements?**

A: No. While members are required to pay membership dues, members will not be subject to any liability for capital or operating assessments for the costs and expenses

of ownership or operation of the Club or the Club Facilities unless the assessment is approved by a vote of a majority of the total number of Full and Golf Members who are in good standing. The Company will pay all operating deficits incurred in the operation of the Club Facilities and will retain all operating revenues resulting from operation of the Club Facilities.

19. Q: How will the Club keep informed of the desires of the members?

A: The Club is committed to providing the types of services, programs, activities and events that the membership is desirous of having. An advisory Board of Governors comprised of members of the Club will be formed and will enable members to have input on the foregoing items as well as other matters that are of concern to the members.

20. Q: How do I become a member?

A: A person who has been invited for membership may become a member by submitting a Membership Agreement to the Club, along with the required membership deposit.

\* \* \* \* \*

*This is a general description of the membership opportunities available at the Club and should not be relied on for the purpose of deciding to acquire real estate in the Community or a membership in the Club. The complete Membership Plan is available upon request at the Membership Office.*

\* \* \* \* \*

**THE RITZ-CARLTON GOLF CLUB & SPA,  
JUPITER**

**RULES AND REGULATIONS**

# THE RITZ-CARLTON GOLF CLUB & SPA, JUPITER

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# THE RITZ-CARLTON GOLF CLUB & SPA, JUPITER

## PREAMBLE

The Ritz-Carlton Golf Club & Spa, Jupiter is committed to providing members and their guests with a world-class golf and spa experience. To uphold these traditions, members and guests are encouraged to be especially mindful of their etiquette, on the course and in the clubhouse. In addition, to preserve the special value of the unique environment of the Club, members must adhere to the Club's rules regarding care of the course and the surrounding natural areas.

## SECTION I

### FAMILY USE

A member's spouse will be entitled to use the Club Facilities in accordance with the member's category of membership and the Rules and Regulations of the Club. A member's unmarried children under the age of twenty-three (23), who are living at home, serving in the military or attending school on a full time basis, will be entitled to use the Club Facilities on the following basis: A member's children may play with the member any time and may play unaccompanied only during times designated by Club.

The Club may adopt tee time reservation policies from time to time to ensure access by all members.

### GUEST PRIVILEGES

In order to maintain the finest possible private golf club for those who share a love of the game, members are encouraged to invite only those guests they would be willing to sponsor for membership in the Club.

1. All guests must be accompanied by the sponsoring member, his or her spouse, a member of the Host Committee or the Golf Professional or Assistant Golf Professional. Guests may not be accompanied by the member's adult or minor child, without the member or member's spouse.
2. Guests using the Club Facilities must be registered with the Club by the sponsoring member. The Club reserves the right to require identification of each guest.
3. Guests shall be entitled to use the Club Facilities in accordance with the privileges of membership of the sponsoring member.
4. It is the intention of the Club to accommodate guests without inconvenience to the members, therefore, the Club reserves the right to limit the number of guests that may accompany a member on any given day.
5. As stated above, it is the intention of the Club to accommodate guests without inconvenience to the members, therefore, the Club reserves the right to limit guest privileges, from

time to time, including restricting guest playing times. Notice of such limitation shall be given by the Club.

6. The Club shall establish guest fees and charges, from time to time, for use of the Club Facilities and services. Guest fees for use of any of the Club's facilities and services shall be charged against the sponsoring member's club account and the member shall be responsible for payment of all such charges.

7. The sponsoring member is responsible for the conduct of their guest(s) while at the Club. If the manner, deportment or appearance of any guest is deemed to be unsatisfactory, the sponsoring member shall, at the request of the Club, cause such guest to surrender the guest card and leave the Club Facilities.

8. The Club may deny, withdraw or revoke a guest's privileges at any time for reasons considered sufficient by the Club in its sole and absolute discretion.

## **HOURS OF PLAY**

The hours of play and golf shop hours shall be published. The golf shop shall determine when the golf course is fit for play.

## **PROPER ATTIRE**

To maintain the traditional decorum of golf, members and their guests must be dressed in appropriate golf attire. Proper length shorts are permitted on the course, and golf or sport shirts are required (no tank tops or T-shirts). Ladies may not wear short shorts, tank tops or halter-tops. To avoid embarrassment, members should inform their guests of these rules in advance.

## **SECTION II**

### **RULES OF PLAY**

One of the most cherished traditions of the game is walking the course. Many players agree there is no better way to appreciate the game and the unique characteristics of the course. Therefore, members and guests are asked to be especially considerate of walking players. Because of the use of carts and caddies, members should be especially aware of the rights and privileges of all players.

Slow play is often a problem at many clubs, but it is important to remember that the factor which determines whether a following group should play through is the pace of play, not the time it takes to travel the course. If walkers are keeping up the pace of play, they should not be penalized for the extra time they may spend traveling between holes.

However, walkers also are asked to exercise special consideration. Occasions may arise in which walking players may wish to offer a group of riders the opportunity to play through, even though they are not required to do so by the etiquette of golf. Your golfing experience and judgment, along with mutual respect and consideration, should be your best guide.

At times, your caddie may suggest allowing a following group to play through. In such cases, he is following his Club training and members are encouraged to consider his suggestion without taking offense.

The Club rules specify that singles and groups of two have no priority over groups of four. For this reason, and to enhance everyone's enjoyment, the professional staff will attempt to match up twosomes as often as possible.

The most important ingredient in the success of the Club is its dedicated members who appreciate the game's traditions and who exercise good judgment, consideration and mutual respect for each other.

## **HANDICAPS**

Upon acceptance into the Club, members will be automatically entered into the Club's handicapping system. To avoid duplication, members who are members of the USGA "GHIN" system at another club must notify the golf shop of their "GHIN" number. The official USGA handicaps will be revised twice a month during the season and once a month during the summer. A complete explanation of the USGA handicap system will be posted in the locker rooms.

Since an accurate handicap system is vital to the integrity of the game, all members will be required to post every 18-hole round they play, both at The Ritz-Carlton Golf Club & Spa, Jupiter and at other clubs.

## **LIGHTNING POLICY**

All play should cease when lightning or the threat of lightning is present. Golf carts are not lightning-proof. You should seek safe shelter immediately.

## **RAIN CHECKS**

If bad weather forces an incomplete game, rain checks for guest greens and cart fees will be credited to a member's account.

## **CARE OF THE COURSE**

Neither players nor caddies should enter any marsh area. It is the player's responsibility to ensure that either he or his caddie repairs ball marks, replaces divots, and rakes bunkers. In addition to standard golf cart etiquette, special care should be taken to keep carts off all approaches to greens. These extend out approximately 50 yards from the edges of the greens and may be easily discerned by the different color and texture of the grass.

Please exit green side bunkers at their lowest point or by the steps provided, so sod walls are not disturbed. Use walk ramps to enter and exit all tees. Keep golf carts out of all roughs and natural area. Golf carts are to be kept on the fairways or cart paths at all times.

## **CADDIE PROGRAM**

One of the benefits of membership is the Club's caddie program. All members and guests must have caddies or forecaddies in their group. The Club will establish rules from time to time concerning the caddie program.

## **GOLF CARTS**

Golf carts are restricted to the cart paths when in the vicinity of tees and greens. In addition, all members and guests should familiarize themselves with the cart rules outlined earlier under Care of the Course. Only licensed drivers may operate a golf cart. Junior golfers are permitted to walk the course and carry their bags during the summer season.

## **GOLF SHOP**

Members of the Club are encouraged to support the operation of the golf shop, which is owned by the Club and which offers the finest quality golf and casual wear for both men and women and stocks a complete selection of equipment. Items not in the shop's stock may be special ordered.

## **CLUB REPAIR**

The golf shop offers club repair facilities. Club members may arrange for a member of the professional golf staff to perform repairs. In addition the golf shop will arrange for repairs by skilled local technicians.

## **LESSONS**

Private lessons, playing lessons and video lessons are available by appointment from the Club's golf professionals. Members should contact the golf shop for information on rates and times.

## **PRACTICE RANGE**

1. The practice range is open during normal operating hours as posted in the golf shop.
2. Range balls are for use on the practice range. Range balls may not be used on the golf course.
3. Golf carts are not permitted on any tee area. Parking of golf carts is allowed in designated areas.
4. Balls must be hit from designated areas. No hitting is permitted from the rough or sides of the practice range.
5. Proper golf attire is required at all times on the practice range.
6. Hand bag ball shaggers are not permitted.

## **SECTION III**

### **GENERAL POOL RULES**

1. Use of the pool at any time is at the swimmer's own risk. Any injuries or accidents should be reported immediately.

2. Everyone wishing to use the pool facilities must first register and present their membership card before entering the pool. Members must register their guests and are responsible for the payment of any appropriate charges as the Club may determine from time to time.
3. Children 12 years and younger must be accompanied and supervised by an adult at all times.
4. Children who cannot swim must be accompanied by a parent or guardian at all times while in any of the pool areas.
5. Children must be three years of age and toilet trained to use the adult pool. Children wearing diapers are not permitted in any pool.
6. Swimming is permitted only during designated hours. The pool is officially closed when a "CLOSED" sign is posted.
7. Showers are required before entering the pool.
8. Bottles, glass objects, drinking glasses and sharp objects are not permitted in the pool area. Trash should be placed in the proper receptacles located throughout the pool area.
9. Food is allowed only in designated areas of the pool facilities.
10. All swimmers must wear bona fide swimming attire. Cut-offs, dungarees and bermuda shorts are not considered appropriate swimwear. Proper non-swim attire is required at all times in the clubhouse, other than in the locker rooms. Shoes or other foot coverings and caftans or shirts must be worn outside the swimming pool area.
11. Radios, televisions and the like are permitted only when played at a sound level which is not offensive to other members and guests.
12. Animals, bicycles, skateboards, play balls of any type and coolers are not permitted in the pool areas.
13. Lifesaving and pool cleaning equipment should be used only for the purposes intended.
14. Running, ball playing and hazardous activities are not permitted in the pool areas. Pushing, dunking and dangerous games are prohibited.
15. Diving is not permitted unless otherwise indicated at the pool.
16. Fishing, spear fishing and snorkeling equipment, other than a mask and snorkel, are not to be used in the pool areas except as part of an organized course of instruction.
17. Throwing footballs, frisbees, tennis balls, or other objects, spitting or spouting water, and tag games are not allowed in the pool area. The pool staff has the authority to expel from the pool areas anyone who does not follow these Pool Rules or whose conduct is otherwise unbecoming of a member.

18. Swimming parties may be arranged through the Club in advance of the occasion.
19. All persons using pool furniture are required to cover the furniture with a towel when using suntan oils and lotions, as the use of these oils and lotions could stain or damage the furniture.
20. All persons using the pool area are urged to cooperate in keeping the area clean by properly disposing of towels, cans, cigarettes, and all other trash in the proper receptacles.
21. Smoking is permitted only in designated sections of the pool area.
22. Flotation devices are permitted for non-swimming children up to five years of age. Small toys such as balls, water guns, rings, etc., may be permitted, depending on the number of persons in the pool and the manner in which the toys are used. Air mattresses may be permitted, depending on the size of the mattress and the number of persons in the pool. The pool staff has the authority to discontinue use of these mattresses upon the determination that they present a safety hazard or hinder the enjoyment of the pool by others. Tire inner tubes are not permitted at any time.
23. Persons who leave the pool area for over 30 minutes must relinquish lounges and chairs by removing all towels and personal belongings. Saving chairs for persons absent from the pool area is prohibited.

#### GENERAL SPA RULES

1. All Club members are entitled to participate in any Spa programs which may periodically be offered and to utilize all Spa services, amenities and facilities as they may exist from time to time, and subject to payment of any fees, space availability, and these Rules and Regulations, as they may exist from time to time.
2. Children 12 years and younger must be accompanied and supervised by an adult at all times.
3. Pets are absolutely prohibited in the Spa.
4. Operating Hours: Regular operating hours of the Spa will be posted at the Spa. From time to time, the hours of operation of the Spa may be changed or the Spa may be closed for necessary repairs or maintenance.
5. Members are permitted to bring guests to the Spa subject to the policies and procedures specified by the Club. A guest fee will be charged for each guest in addition to fees for the use of specific Spa services. All guests, upon entry to the Spa, must sign in and register.
6. All exercise classes and class times shall be determined by the Spa operator, and may be changed from time to time. Personal exercise trainers not employed by the Spa are not permitted to conduct personal exercise training programs.
7. All members must present their membership card at the Spa reception desk and register before entry into or use of the Spa facility. Photo identification may be requested. Membership cards will be retained at the reception desk until the members check out of the Spa.
8. Casual workout attire is acceptable. Cut-offs and/or torn garments shall not be permitted to be worn in any exercise areas of the Spa.

9. No black-soled shoes shall be permitted in the aerobic studios. Only aerobic or court shoes may be worn. No persons will be allowed to participate in exercise classes without proper footwear.

10. No bare feet are allowed outside of the steam, sauna and treatment areas.

11. Smoking is not permitted in the Spa except outdoors.

### **SAUNA AND STEAM ROOM**

1. Consult your physician before using the sauna or steam treatment rooms. These treatments produce dry and moist heat and generally reach temperatures above 105 degrees. It is not advisable to remain in the treatment rooms for more than five minutes at any one time. Pregnant women should not use the whirlpools or other facilities that would elevate the core body temperature.

2. Never use a steam or sauna treatment when you are under the influence of alcohol or narcotics, or when you have taken antihistamines, tranquilizers, vasoconstrictors, vasodilators or stimulants.

3. Elderly people and those who suffer from diabetes, heart disease or high/low blood pressure should not use saunas.

4. Never go into a sauna or steam treatment on a full stomach. Wait two hours after a heavy meal before using a steam or sauna treatment.

5. Following a strenuous exercise period, DO NOT GO DIRECTLY INTO A SAUNA OR STEAM TREATMENT. Rest and cool down; allow your pulse to return as close as possible to your resting rate before entering either facility.

6. No cups, magazines or newspapers are permitted inside the sauna. Do not pour water or any liquid on the hot rocks or any heating element.

7. For sanitary reasons, no shaving or paper cups are permitted in the steam treatment room.

### **LOCKER ROOM FACILITIES**

1. Members must check in at the locker room reception desk of the Spa.

2. Day lockers are available on a per visit basis. Locker keys must be returned at time of checkout. A fee will be charged for keys which are not returned.

3. We recommend you not bring valuables into the Spa. Each person entering the Spa assumes liability for the loss of any items stored in a locker or common closet.

4. For fire safety reasons, all clothing and personal articles must be stored in a locker or common closet in the locker room and not under benches or in the common areas.

## ALL SERVICES

1. Appointment cancellations must be made six hours in advance or you will be billed a full service fee.
2. We ask that you arrive 15 to 20 minutes prior to your service to relax and prepare for your treatment. If you are late for your appointment, it may be shortened to allow the therapist to be on time for the next appointment.
3. For your convenience, a gratuity may be added to the charge for each treatment.

## GENERAL FITNESS RULES

1. All persons using the fitness facilities do so at their own risk and may be required to execute such forms releasing the Club from liability for their use of the Club's Facilities as determined from time to time.
2. For members' safety, no leg weights or wrist weights may be worn during exercise classes unless specified as part of the class by your fitness instructor.
3. It is the responsibility of all persons to obtain instruction on how to use the equipment prior to usage of such equipment, and the equipment is only to be used in accordance with such instructions.
4. It is the responsibility of each person using the fitness facilities to consult with his or her physician, and such person should be in good physical condition and have no physical, medical or psychological conditions, disabilities, impairments or ailments, chronic or otherwise, which would preclude, impair or prevent the member from using the fitness facilities, equipment or amenities or engaging in active or passive exercise. Members assume full risk of loss and responsibility for damage to their health if the foregoing representations are not and do not continue to remain true.
5. Regular operating hours for the fitness facilities will be posted by the Club and may be changed from time to time.
6. A completed and signed health questionnaire may be required before using the fitness facilities. No physician or nurse will be on duty.
7. All members and their guests must sign in at the front desk.
8. Guest fees may be charged for use of the fitness facilities. If fees are established, the member's account will be billed.
9. All weights and pieces of equipment must be returned to their proper places at the completion of use.
10. Casual workout attire is acceptable at the fitness facilities including tee-shirts, tank tops, gym shorts or warm-up pants for men; and leotards, tights, tee shirts, tank tops, gym shorts or warm-up pants for women. Only aerobic or court shoes may be worn at the fitness facility and in the aerobics studio. No black-soled shoes shall be permitted at the fitness facility.

11. Pregnant women should not use those fitness facilities that would elevate their core body temperature.
12. Smoking and alcoholic beverages are prohibited at the fitness facility. No food or drink may be brought onto the premises.
13. Members, family members and guests assume full risk of loss and responsibility for damage to their health.
14. No bare feet are allowed outside of the steam and sauna treatment areas.
15. No clothing or personal articles may be stored under benches or in the common areas.
16. Children under 12 years of age are not permitted to use the fitness facilities unless accompanied or supervised by an adult.
17. Horseplay, profanity, disruptive conduct and indiscreet behavior at the fitness facilities is strictly prohibited.
18. Stereos, televisions and tapes should be enjoyed at a volume so as not to disturb fellow members.
19. All jewelry must be removed prior to exercising.

MEMBERS ASSUME FULL RISK OF LOSS AND RESPONSIBILITY FOR DAMAGE TO THEIR HEALTH.

## SECTION IV

### MEMBERSHIP ACCOUNT

1. All food, beverage, merchandise and services charged to the member's club account shall be billed monthly. Each member's club account shall be due and payable within thirty days of the monthly statement.
2. Any member's club account which is not paid within thirty days after the date of the statement shall be considered to be delinquent.
3. If the club account of any member is delinquent, the Club may at its option take whatever action it deems necessary to effect collection. If the Club commences any legal action to collect any amount owed by a member, or to enforce any other liability of a member to the Club, and if judgment is obtained by the Club, the member shall also be liable for all costs and expenses of the legal action and reasonable attorneys' fees (including fees required in connection with appellate proceedings).
4. Credit cards will be accepted at the Club.
5. The Club may establish a one-time late charge for any delinquent account, which will be added to the member's next statement. Past due bills may also accrue interest per month at the maximum rate permitted by law from the date of the statement until paid in full.

In the event a member's account remains unpaid for a period of sixty days after the date of the statement, membership privileges may be suspended until the amount owed to the Club is paid in full.

#### **MAILING ADDRESSES**

1. Each member shall be responsible for filing with the Membership Office, in writing and on a form provided by the Club, the mailing address and any changes thereto, to which the member wishes all notices and invoices to be sent to the member.
2. A member shall be deemed to have received mailings from the Club ten days after they have been mailed to the address on file with the Membership Office.
3. In the absence of an address filing with the Membership Office, any Club mailing may, with the same effect as described above, be addressed as the General Manager may think is most likely to cause its prompt delivery.

#### **LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY**

1. Each member, as a condition of membership, and each guest, as a condition of invitation to use the Club Facilities, assumes sole responsibility for their personal property. The Club shall not be responsible for any loss or damage to any personal property used or stored on the Club Facilities.
2. Each member of the Club shall be liable for any property damage and/or personal injury at the Club, or at any activity or function operated, organized, arranged or sponsored by the Club, caused by the member, or his family or guests, the cost of which shall be charged to the member's club account.
3. Each member shall hold the Club, its affiliates (including the developer of the Club) and their directors, officers, employees, representatives and agents harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by the member, resulting therefrom and/or from any act or omission of any such persons, including any such loss, cost, claim, injury, damage or liability sustained or incurred by his family or guests.
4. Should any member bring suit for any claim or matter and fail to obtain judgment therein against it, each member shall be liable to the Club, its affiliates (including the developer of the Club) and their directors, officers, employees, representatives or agents for all costs and expenses incurred in the defense of any unsuccessful claim brought by the member against same, including reasonable attorneys' fees.

#### **RESIGNATION, SUSPENSION AND TERMINATION OF MEMBERSHIP PRIVILEGES**

1. A member may resign membership in the Club by providing the Membership Director with written notice of his resignation. Notwithstanding any resignation, suspension or termination of membership, the member and the member's spouse shall remain liable for any amounts unpaid on the member's club account, dues and other fees.

2. A membership may be suspended or terminated by the Club if, in the sole judgment of the Club, the member:

- a. fails to meet eligibility for membership;
- b. submits false information on the Membership Agreement or for guest privileges;
- c. permits the use of the membership card or club account by anyone other than the member or his family;
- d. exhibits unsatisfactory behavior, deportment or appearance;
- e. fails to pay any amount owed to the Club in a proper and timely manner;
- f. fails to abide by the Club Rules and Regulations;
- g. treats the personnel or employees of the Club in an unreasonable or abusive manner;
- h. fails to accompany a guest when using the Club Facilities; or
- i. fails in or refrains from any conduct or obligation which the Club determines to be appropriate for suspension or termination of membership privileges.

3. The Club may at any time restrict or suspend a member's privileges to use any or all of the Club Facilities for any of the causes described above. No such member shall on account of any such restriction or suspension be entitled to any refund of dues or any other fees. During the restriction or suspension, dues and other charges shall continue to accrue and shall be paid in full prior to reinstatement as a member in good standing.

4. Any member of the Club, who has had membership privileges terminated for any reason other than the failure to meet eligibility for membership, shall be eligible for membership or permitted to use the Club Facilities at the discretion of the Club.

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*These Rules have been established by the Club to protect the Club Facilities and to promote the health, safety, welfare and enjoyment of its members, their families and guests and all other persons using the Club Facilities. The Club may amend the Club Rules from time to time to further this goal.*

# EXHIBIT "E"

**PROMISSORY NOTE (5-year or 10-year)**

US \$ 155,000.00

August 20, 2008

The Ritz Carlton Golf Club & Spa, Jupiter  
(place of execution)

FOR VALUE RECEIVED, the undersigned **Ralph Willard and Gizelda Willard** ("Maker"), hereby individually or in the case of more than one Maker, jointly and severally, promises to pay to RBF, LLC, a Florida limited liability company, d/b/a The Ritz-Carlton Golf Club & Spa, Jupiter (said party or any other party to whom this Promissory Note ("Note") may be transferred and assigned is hereinafter called "Payee"), at 106 Ritz-Carlton Club Drive, Jupiter, Florida 33477, Attn.: Accounting, the principal sum of **One Hundred Fifty Five Thousand** U.S. Dollars (U.S. **\$155,000.00**), with interest on the unpaid balance from the date of this Note, until paid, at the rate of zero percent (0%) interest per annum (calculated on the basis of a 360-day year, collected for the actual number of days principal is outstanding in any calendar year). Principal and interest (if any) shall be payable, without offset, in lawful money of the United States at Payee's address set forth above, or such other place as Payee may, from time to time, designate in writing, in ten (10) equal, consecutive annual installments of **Fifteen Thousand Five Hundred** U.S. Dollars (U.S. **\$15,500.00**), with the first installment due on or before **August 20, 2009**, and continuing thereafter on the yearly anniversary of such date, with the final installment payment of the remaining unpaid principal balance, together with accrued interest thereon (if any) and any other amounts due and payable to Payee by Maker, if not sooner paid, due and payable on **August 20, 2018**.

Maker acknowledges that this Promissory Note evidences indebtedness for the unpaid balance of the deposit for a Full Membership in The Ritz-Carlton Golf Club & Spa, Jupiter (the "Club"), and the total deposit of which is **\$55,000.00**. Maker has submitted **\$55,000.00** with the Social Spa Membership Agreement executed by Maker on October 3, 2006 (the "Membership Agreement") as an initial payment towards the total deposit.

Maker shall also be responsible for the payment of any documentary stamp taxes due and payable on this Note, and Maker shall execute any additional security agreements required by Payee to secure this Note and/or financing statements required for Payee to perfect the security interest.

This Note shall supersede any provisions of the Membership Agreement concerning payment of the deposit which are inconsistent with the terms hereof.

Maker shall have the privilege of prepaying this Note, in whole or in part, at any time, without penalty or premium. Interest payable shall be pro rated at the time of any such prepayment. Upon the resignation of the membership, Maker shall be obligated to continue to pay dues, fees and other charges associated with the resigned membership until the membership is reissued by the Club. In the event the membership is resigned prior to paying all sums due hereunder, Maker shall be required to make any additional payments due under this Note until the membership is reissued in accordance with The Ritz-Carlton Golf Club & Spa, Jupiter Membership Plan, as may be amended from time to time ("Membership Plan"). Upon the reissuance of the membership, Maker shall be entitled to repayment of the amounts actually paid towards the membership deposit, not including interest, and only the amounts paid toward the membership deposit, provided the Maker has maintained his/her membership in good standing with the Club and less any dues, fees, charges or other amounts owed the Club, and less any late fees and/or other charges due to Payee hereunder. Until all amounts due to Payee under this Note are paid in full, this provision shall supersede the provisions set forth in the Membership Plan and the Membership Agreement governing the amount due to Maker upon reissuance of the

membership.

This Note shall be considered in default if any payment required to be made hereunder shall is not paid on or before the date it becomes due, and this Note shall remain in default until such payment, together with interest at the default rate specified below, is made. While in default, this Note shall bear interest at the lesser of: (i) the maximum rate of interest which is legally permitted under applicable law, or (ii) the rate of eighteen percent (18%) per annum. In addition, Maker shall pay to Payee a late charge of six percent (6%) of the amount due for any installment not received by Payee within ten (10) days after the date the installment is due. The late charge will be deducted from the next payment received.

If Maker fails to pay the installments described above as and when due, then the Club shall be entitled, in its sole and absolute discretion, to terminate Member's membership in the Club and retain, as liquidated damages and not as a penalty, all amounts previously paid by Member to Club, and shall have no obligation to refund the membership deposit or any portion thereof, notwithstanding any provisions of the Membership Plan, whereupon Maker and Payee shall be released from all liability hereunder. In the case of a default hereunder, Payee shall have such other remedies as shall be available at law or in equity.

To the extent permitted by law, Maker hereby waives the benefit of any laws which now or hereafter might authorize the exemption of any property from levy and sale in connection herewith.

Except as expressly provided herein, Maker hereby waives demand, presentment, notice of non-payment, dishonor and protest. In the event that this Note is collected by law or through attorneys at law, or under advice therefrom (whether such attorneys are employees of Payee or an affiliate of Payee or are outside counsel), Maker agrees to pay all costs of collection, including reasonable attorneys' fees (including charges for paralegals and others working under the direction or supervision of the Payee's attorneys) whether or not suit is brought, and whether incurred in connection with the collection, trial, appeal, bankruptcy, or other creditors' proceedings or otherwise.

If any provision of this Note is held to be invalid or unenforceable by a court of competent jurisdiction, the other provisions of this Note shall remain in full force and effect and shall be liberally construed in favor of Payee in order to give effect to the provisions of this Note. In addition, in no event shall the rate of interest payable under this Note (if any) exceed the maximum rate of interest permitted to be charged by applicable law, and any interest paid in excess of the permitted rate shall be refunded to Maker. Such refund shall be made by application of the excessive amount of interest paid against any sums outstanding pursuant to this Note. If the excessive amount of interest paid exceeds the sums outstanding pursuant to this Note, the portion exceeding the said sums outstanding shall be refunded to Maker in cash by Payee. Any such crediting or refund shall not cure or waive any default by Maker hereunder.

It is agreed that the granting to Maker or any other party of an extension or extensions of time for the payment of any sum or sums due hereunder, or for the performance of any covenant or stipulation thereof, or the taking of other or additional security, shall not in any way release or affect the liability of Maker hereunder. Any failure by Payee to exercise any right or remedy under this Note shall not constitute a waiver of such right or remedy. No waiver or release shall be binding against Payee unless given to Maker in writing by Payee.

This Note shall be construed and enforced in accordance with the laws of the State of Florida without regard to Florida's principles of conflicts of law. Any and all actions concerning any dispute arising hereunder shall be filed and maintained in the Circuit Court of Palm Beach County, Florida or in the federal District Court for the Southern District of Florida. The parties

specifically consent and submit to the exclusive jurisdiction and venue of such state or federal court, and irrevocably waive any objections either may have based on improper venue or forum non conveniens to the conducting of any proceeding in any such court.

This Note may not be amended or modified, nor shall any waiver of any provision hereof be effective, except by an instrument in writing executed by Maker and Payee.

MAKER:

Ralph R. Hill

Date: 8-31-2008, 2008

MAKER:

Lizeta W. Hill

Date: 09/02/2008, 2008

# EXHIBIT "F"



*Trump National Golf Club*  
J U P I T E R

**MEMBERSHIP PLAN**  
Trump National Golf Club, Jupiter

AS OF DECEMBER 4, 2012

# TRUMP NATIONAL GOLF CLUB JUPITER

## MEMBERSHIP PLAN

As of December 4, 2012

Jupiter Golf Club LLC (“Club Owner”) is a Delaware limited liability company formed to own and operate certain recreational and social facilities in Jupiter, Florida as a golf, spa and social club (the “Club”). The name of the Club is *Trump National Golf Club Jupiter*.

### I. CLUB FACILITIES.

- A. The Club Facilities include an eighteen-hole championship golf course, a driving range and practice area, men’s golfers grille room, men’s and women’s golf locker rooms, and a golf cart barn (collectively, the “Golf Facilities”); two (2) tennis courts, pool, fitness room, whirlpools and steam rooms, men’s and women’s massage therapy and body treatment rooms, men’s and women’s Spa locker rooms, Trumpeteer Center (for children), a children’s playground (collectively, the “Spa”); a restaurant, a pool bar and grille, and a member’s lounge, (collectively, the “Social Facilities”); and a parking lot and Pro Shop (the “Common Facilities;” the Common Facilities together with the Golf Facilities, Spa and Social Facilities, the “Club Facilities”) which are utilized and operated solely as a private club facility.
- B. The Club Owner owns the Club Facilities and will manage and operate the Club Facilities. As a result, the Club Owner is solely responsible for the government and administration of the Club Facilities and the Club and will have the exclusive authority to accept members, set dues and charges, and control the management and affairs of the Club Facilities and the Club. The Club Owner also reserves the right to engage a professional management company to operate the Club Facilities and the Club.

### II. CATEGORIES OF MEMBERSHIP.

- A. **Full Golf Members.** Full Golf Members are those persons that have paid the required non-refundable membership initiation fee then in effect for a Full Golf Membership and who have been accepted as members by the Club. Full Golf Membership allows Full Golf Members to use the Golf Facilities, the Spa, the Social Facilities, and the Common Facilities and to attend Club sponsored events held at the Clubhouse. Full Golf Members will not be required to pay green fees, but will be required to pay dues, guest fees, caddie fees, golf cart fees and all other fees and charges applicable to their use of the Club.
- B. **Spa Members.** Spa Members are those persons or entities that have paid the required non-refundable membership initiation fee then in effect for a Spa Membership and who have been accepted as members by the Club. A Spa Membership allows the Spa Member to use the Spa Facilities, the Social Facilities, the Common Facilities and to attend Club sponsored events held at the Clubhouse, but will not be entitled to use the Golf Facilities. Spa Members will have the same advance sign-up privilege to reserve tennis court times as Full Golf Members. Spa Members will be required to pay dues and all other fees and charges applicable to their use of the Club.

- C. **Provisional Golf Membership.** In order to introduce the Club to prospective members, the Club may offer Provisional Golf Memberships. Provisional Golf Members will be allowed to use the Club Facilities on such terms and conditions as determined by the Club Owner from time to time. The Club Owner reserves the right to restrict Provisional Golf Members access to the Club Facilities on such terms and conditions as determined by the Club Owner from time to time.
- D. **Honorary Membership.** The Club Owner may issue Honorary Memberships in the Club to such persons as the Club Owner determines appropriate from time to time. These Honorary Memberships will be available on such terms as the Club Owner determines appropriate. Honorary Members will not be obligated to pay dues unless the Club is ever converted into an equity, member-owned club.
- E. **Other Memberships.** The Club Owner reserves the right to issue Junior, National, International, Seasonal, Reciprocal, Swim/Tennis, Fitness and any other types of memberships in the future. Such memberships will be on such terms and conditions as may be established by the Club Owner from time to time.

### III. **Guests.**

- A. **Immediate Family.** Each membership allows the member and the immediate family of the member to use the Club Facilities in accordance with the membership category selected by the member. A member's immediate family includes the member's spouse and their unmarried children who are under the age of twenty-three (23) and either living in the member's home, attending school on a full-time basis or serving in the military. The Club reserves the right, from time to time, to limit use of the golf and tennis facilities of the Club by children of the immediate family of a member during peak periods of play.
- B. **Guests.** Members may have guests use the Club Facilities in accordance with the privileges granted by the membership acquired. The number of times a particular guest may use the golf and tennis facilities of the Club during any membership year and the number of guests a member may sponsor at any particular time may be limited. Guests will be subject to applicable daily guest fees and charges as established by the Club Owner from time to time. The member sponsoring the guest is responsible for the payment of the applicable daily guest fees and charges established by the Club from time to time. The Club may permit members of other clubs owned by affiliates of Club Owner to use the Club Facilities on terms and conditions established by the Club from time to time.
- C. **Long Term Lessee Privileges.** Each owner of a home contiguous to the Club in The Ritz-Carlton Estates, The Ritz-Carlton Jupiter Residences or The Ritz-Carlton Villas that holds a Full Golf Membership is referred to as a "**Jupiter Residence Owner Member**" and such home contiguous to the Club is referred to as such Full Golf Member's "**Jupiter Residence**". A Jupiter Residence Owner Member who leases his, her or its Jupiter Residence for a period of at least twelve (12) months may designate the lessee of such Jupiter Residence (the "**Long Term Lessee**") as an additional user of the membership privileges under the membership, subject to the approval of the Long Term Lessee by the Club. The Jupiter Residence Owner Member must submit a Membership Application for Long Term Lessee privileges for approval by the Club and must pay the required administrative fee established by the Club from time to time. During the period when a Long Term Lessee is an additional user of the membership, the Jupiter Residence Owner Member and the Long Term Lessee shall be jointly and severally responsible for all dues,

fees and other charges. Membership privileges granted to a Long Term Lessee shall not extend beyond the Long Term Lessee's period of occupancy.

- D. **Short Term Rental Guest Privileges.** The Club may allow renters of Jupiter Residences for periods of less than twelve (12) months ("**Short Term Rental Guests**") to use the Club Facilities on such terms and conditions as it shall determine from time to time. To enjoy these use privileges, the Short Term Rental Guests shall be obligated to pay applicable fees and charges for use of the Club Facilities including, without limitation, daily or weekly amenities access fees.
- E. **Promotional Use and Tournament or Group Play.** The Club Owner will have the right to designate other persons, including, without limitation, members, managers, officers, employees and designees of the Club Owner or its affiliates and their guests to use the Club Facilities upon such terms and conditions as may be determined from time to time by the Club Owner. The Club Owner will also have the right to permit prospective purchasers of memberships in the Club to use the Club Facilities on such terms and conditions as may be determined from time to time by the Club Owner. The Club Owner reserves the right, in its sole and absolute discretion, to restrict or to otherwise reserve in advance the Club Facilities for tournament or group play, outings and other special events from time to time. OTHER TO ANY

#### IV. MEMBERSHIP ADMISSION.

- A. **Process.**
1. A person or entity wishing to acquire a membership in the Club must (i) complete in every detail a Membership Application and (ii) pay the required membership initiation fee for the category of membership selected and available. Incomplete forms will not be considered by the Club.
  2. The Club Owner will evaluate each candidate for admission and will determine whether he or she is suitable for membership in the Club, provided, however, that no individual shall be discriminated against because of race, color, religion, gender, national origin, age, handicap or marital status.
  3. An interview by Club management with the candidate and the candidate's spouse may be required. The Club Owner reserves the right to determine whether to require an interview.
  4. Admission files of the Club shall be confidential, and shall be available only to designated executive personnel of the Club, Club Owner and other key personnel of Club Owner on a limited basis.
  5. Each member shall receive a member identification number.
- B. **No Transfers.** No membership may be sold, assigned, gifted, bequeathed, pledged, hypothecated or otherwise transferred (except as expressly set forth herein) and any attempt to do so shall be null and void and of no force or affect.
- C. **No Downgrades.** Members will not be allowed to downgrade.

- D. **No Equity; No Voting.** Membership permits the member to use the Club Facilities in accordance with the membership category selected, but is not an investment in the Club, Club Owner or the Club Facilities and does not confer on the member any equity or ownership interest or any other property interest in the Club or the Club Facilities. Membership does not grant to the member a vested or prescriptive right or easement to use the Club Facilities provided at the Club. A member does not have any voting privileges at the Club. Memberships should not be viewed or acquired as an investment and no person purchasing a membership should expect to derive any economic profits from a membership in the Club.
- E. **Rules.** All members and their immediate family members, guests, Long Term Lessees and Short Term Rental Guests must comply with the rules, regulations, policies and guidelines promulgated by the Club Owner from time to time, (collectively, as the same may be amended from time to time, the "Rules").

V. **MEMBERSHIP ISSUES.**

- A. **Marriage or Divorce.** A member must notify the Club in writing of his or her marriage, remarriage or divorce. In the event a member is legally separated or divorced, title to the membership privileges will vest in the spouse awarded the membership by written separation agreement or final divorce decree. Both of the divorced or legally separated persons must give written notice to the Club designating the person who is entitled to continue with the privileges of membership immediately after the divorce or legal separation is declared final. Until written notice has been provided to the Club, each spouse will be jointly and severally responsible for the payment of all dues, fees and charges associated with such membership. The Club will not be involved in any dispute and reserves the right to suspend all membership privileges in the event of a disagreement over which spouse retains the membership privileges. If the spouse not awarded the membership desires to continue to be a member, such spouse will be required to apply for and maintain a membership (including payment of all applicable dues, fees and charges) separate from, and in addition to, the membership so awarded. The Club reserves the right, in its sole discretion, not to transfer the membership to either spouse if the Club, in its sole discretion, is unable to determine the person who is lawfully entitled to receive the membership. In the case of divorce, if the Club has been unable to determine which spouse is legally entitled to the membership within six (6) months after the date of the divorce decree, the membership may, at the election of Club Owner, be deemed resigned.
- B. **Resignation.** Any member may resign from the Club by thirty (30) days prior written notice to the Club, provided all indebtedness to the Club has been paid as of the effective date established for resignation, including, without limitation, the dues, fees and other charges associated with such membership for the period in which the resignation occurs.
- C. **Expulsion & Suspension.** If any member fails to pay applicable dues or any Club fees or charges, engages in conduct injurious to the good order, welfare, interest or character of the Club, commits any infraction or abuse of the Rules, or otherwise engages in improper conduct as determined by the Club Owner, the member may be subject to verbal warning, written warning, suspension, or expulsion, as determined in the sole and absolute discretion of the Club Owner. The Club Owner reserves the right, not subject to any particular sequence or order, to determine the appropriate action to take in the

event of such conduct. The Club Owner also reserves the right to prohibit use of the Club by any individual using the Club by virtue of the expelled or suspended member's membership. Suspension of membership will not terminate the accrual, or the suspended member's obligation to pay, membership dues, fees and other charges applicable to such members category of membership. Expulsion from membership will not terminate the expelled member's obligation to pay any dues, fees and other charges earned by the Club or associated with the applicable membership through and the including the period in which the expulsion occurred.

- D. **Death.** Upon the death of a member, the membership terminates, unless such member is survived by a spouse, in which event the membership will pass to such surviving spouse for no additional membership initiation fee. A membership may not pass by will or intestacy.

## VI. MEMBERSHIP INITIATION FEES, DUES & CHARGES.

- A. **Dues, Fees and Charges Generally.** Membership initiation fees, membership periodic dues, guest fees, dining expenses, green fees, golf cart fees, reinstatement fees, periodic minimum food and beverage fees, locker fees and other fees and charges, plus any applicable sales tax, shall be charged in accordance with a schedule of charges promulgated by the Club from time to time. An eighteen percent (18%) service charge or a monthly service fee is added to all food and beverage checks, subject to being increased or decreased by the Club from time to time. Members may be notified of other dues, fees or charges (or changes in such dues, fees or charges) from time to time.
- B. **Payment of Bills.** Membership dues are payable annually on or before the first day of each membership year. Initiation fees are payable immediately upon acceptance by the Club. The unused portion of the Food and Beverage dining minimum fees will be billed on December 31 and payable by January 30 of each year. It is the member's responsibility to ensure that the Club Owner has his or her current address. Club dues, fees and charges of any kind, if not paid within thirty (30) days after their due date, will be subject to interest at the rate of 10% per annum for each day late up to the first sixty (60) days and 18% per annum for each day late for each day thereafter (or, in each case, the maximum rate permitted by applicable law). No member shall have a right to make any payments on an installment or other deferred basis, however, the Club Owner may permit such alternate payment arrangement to any member on a case by case basis and in no event will any such alternate arrangement on behalf of any member require that the same or similar arrangement be afforded to any other member. The payment of dues, fees and charges will not be abated for any reason.
- C. **Consequences of Nonpayment of Bills.** The Membership of any member not paying his, her or its dues, fees or charges, and any applicable taxes thereon, when due may be suspended or terminated. If a Membership is terminated and then reinstated, the member must pay all delinquent amounts, including, without limitation, accrued interest, plus an additional reinstatement fee of ten percent (10%) of such delinquent amounts or such amount as allowed by law. The Club Owner will be entitled to all other remedies for nonpayment available at law or in equity. For the avoidance of doubt, if Club Owner is not paid for fees and charges charged by a member to his folio at a vacation club, same shall constitute the member's non-payment notwithstanding that a third party has an obligation to reimburse the voucher.

The Club Owner shall be entitled to receive reimbursement for all reasonable expenses, including, without limitation, collection fees and attorneys' fees and disbursements, incurred in the collection of any dues, fees or charges. In addition, the Club Owner reserves the right to place any member whose account is not paid in full within a thirty-day period on a cash-only basis for any or all services and merchandise otherwise provided for credit at any time.

- D. **Responsibility for Family Members and Guests.** Members are responsible for all charges incurred by family members, guests, Long Term Lessees and Short Term Rental Guests and for all damages caused by such persons.
- E. **Tax Matters.** The Club Owner makes no representations and expresses no opinions regarding the federal or state income tax consequences of acquiring a membership. All members acquire their memberships subject to all applicable tax laws as they may exist from time to time. Members should consult with their own tax advisor with respect to the tax consequences of their membership.
- F. **Membership Year of the Club.** The Club's membership year will constitute the twelve (12) month period commencing January 1 and ending December 31, unless otherwise established by the Club from time to time.
- G. **Payment of Dues by a Resigned Member.**  
The resignation of a member will not be accepted by the Club until his or her account balance has been paid in full include, without limitation, all dues, fees and charges associated with the resigned membership for the period in which the resignation occurs.

## VII. RELEASES.

In consideration and as a condition for the issuance of the membership in the Club and use or continued of the Club Facilities, each member on behalf of himself, herself or itself and any person or entity claiming by, under or through such member, hereby forever releases and agrees to hold Club Owner (and the Club) and its affiliates, and its and their limited liability company members, partners, shareholders, managers, directors, officers, employees, representatives, agents or concessionaires (collectively the "**Released Parties**") harmless from any and all loss, cost, claim, injury, damage or liability (including any damage or loss to personal property or bodily injury) (hereinafter referred to as a "**Loss**") (a) sustained or incurred prior to December 4, 2012, (b) any Loss caused by, attributable to or related to any prior owner, operator or manager (or submanager) of any of the Club Facilities, or any predecessor owner, operator or manager (or submanager) of any of the Club Facilities or any of its or their respective affiliates, employees, representatives, agents, or concessionaires, and/or (c) any Loss arising under or related to any membership or membership agreement in any former or prior club operating from or including the Club Facilities or any portion thereof, including, without limitation, reimbursement or refund of any membership fee or membership deposit dues, fees or charges pursuant to any membership plan, membership agreement or other agreement or understanding in effect with respect to any such prior or former club.

In consideration and as a condition of invitation to and use or continued use of the Club and the Club Facilities, each member, guest, Long Term Lessee, Short Term Rental, person using the Club pursuant to the Eagle Tree Membership, Full Portfolio Membership or Fractional Portfolio Membership (or any person claiming by, under or through any such member or person) who, in any manner, makes use of, or accepts the use of any apparatus, appliance, facility, privilege or

service whatsoever owned, leased or operated by the Club Owner or the Club, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club Owner or the Club, either on or off the Club's premises (each such person, a "User"), shall do so at his, her or its own risk, and shall indemnify, defend and hold the Released Parties harmless from any Loss sustained or incurred resulting therefrom, irrespective of whether the Loss was the result of negligence, gross negligence, misconduct or carelessness of the Released Parties. To the fullest extent permitted by law, each User hereby waives any and all rights of action which it would otherwise have against each and every Released Party even if due to negligence, gross negligence, misconduct or malfeasance of any Released Party.

#### VIII. GENERAL.

- A. Membership in the Club grants the member a non-exclusive revocable license to use the Club Facilities for recreational purposes in accordance with (i) this Membership Plan and the Rules, each as amended from time to time, and (ii) each member's Membership Application and Agreement (the "Membership Agreement"); (the Membership Agreement, the Membership Plan and the Rules collectively, the "Membership Documents") in each case as they may be amended from time to time. The Club reserves the right to terminate, restate, amend, waive any provision of or otherwise modify any of this Membership Plan or the Rules from time to time without notice to any member and all members shall be bound by such amendments. The Club Owner shall (i) have the sole right to interpret the Membership Documents, and (ii) any decision, determination, interpretation, waiver, consent, action, amendment, promulgation, charge, collection, enforcement, or other matter that may, will, must or shall be made, taken or done by Club Owner under any of the Membership Documents may be made, taken or done in Club Owner's sole and absolute discretion. The Club reserves the right to sell, lease, or otherwise dispose of the Club Facilities in any manner whatsoever and to any person, entity or governmental authority whomsoever, to add, issue, modify or terminate any type, category, or class of membership, to convert the Club to a membership owned club, to change the name of the Club, to discontinue operation of any and all of the Club Facilities, to temporarily close the Club Facilities on any day or days, including, without limitation, during the months of July, August and September and to make any other changes in the terms and conditions of membership in the Club. Payment by a member and use of the Club Facilities shall be deemed knowledge and acceptance of the Membership Documents.
- B. No person is authorized to make any representation or to provide any information with regard to the Club, the memberships in the Club or the Club Documents that is contrary or in addition to the information contained in the Membership Documents. Any such information may not be relied upon, including, without limitation, any such information set forth on any website or in any blog.
- C. Should any party bound by the Membership Documents bring suit against the Club Owner or any of the Released Parties for any matter and fail to obtain judgment therein against the Club Owner or applicable Release Party, said party shall be liable to the Club Owner and such Released Parties for all costs and expenses incurred by it in the defense of such suit (including court costs and attorneys' fees and disbursements through all proceedings, including appeals).

IX. CLUB'S USE OF CONTACT INFORMATION.

By becoming a member of the Club, you consent to the Club Owner collecting personal information from you including your name, address, telephone number, and email address, which may be used by the Club Owner or its affiliates for business purposes, including but not limited to purposes related to promotions and marketing.

X. DECISIONS; COMPLAINTS OR SUGGESTIONS.

- A. Any questions concerning this Membership Plan or the membership opportunities available at the Club should be directed to the Membership Director.
- B. Issues concerning the management, service, or general operation of the Club should be in writing, signed by the member and addressed to the Club's General Manager. Reprimanding or abusing employees is forbidden.

XI. LEGACY ADDENDUM

Former members in the Ritz Carlton Golf Club & Spa, Jupiter should refer to the "Legacy Addendum" to this Membership Plan to determine privileges and other terms and conditions applicable to them.

ACKNOWLEDGEMENT OF RECEIPT OF TRUMP NATIONAL GOLF CLUB MEMBERSHIP PLAN  
AND RULES AND REGULATIONS

I, \_\_\_\_\_, hereby acknowledge that I have received a copy of, and am responsible for reading and complying with Trump National Golf Club Jupiter's Membership Plan.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# EXHIBIT "G"



*Trump National Golf Club*

J U P I T E R

**LEGACY ADDENDUM  
MEMBERSHIP PLAN**

LEGACY ADDENDUM

To

TRUMP NATIONAL GOLF CLUB JUPITER

MEMBERSHIP PLAN

1. **Eagle Tree Categories.** The following categories will be offered only to purchasers of a fractional condominium interest in Eagle Tree Condominium adjacent to the Club. Fractional condominium interests are currently referred to as Club Home Interests under the Condominium Declaration.
  - a. **Fractional Golf Membership.** Fractional Golf Members are those persons that have paid the required non-refundable membership initiation fee then in effect for a Fractional Golf Membership and who have been accepted as members by the Club. When in residence at the Eagle Tree Condominium during the period designated as their period of fractional ownership, each person who acquires a Fractional Golf Membership will be allowed to use all of the Club Facilities and to attend Club sponsored events held at the Clubhouse. Fractional Golf Members will not be required to pay greens fees when in residence, but will be required to pay guest fees, caddie fees, golf cart fees and all other fees and charges applicable to their use of the Club. When not in residence or when in residence outside of the period designated as their period of fractional ownership, Fractional Golf Members will be permitted to use the Club Facilities on a space available basis and will be required to pay greens fees in addition to all other fees and charges. In “The Ritz-Carlton Golf Club & Spa, Jupiter” (the “Prior Club”), this category was referred to as the “Ritz-Carlton Club Golf Membership.”
2. **Legacy Categories.** The following categories of membership are not offered to new members at the Club; however, the Club is currently honoring certain memberships purchased in the Prior Club in these categories.
  - a. **Limited Golf Membership.** Limited Golf Membership allows Limited Golf Members to use the Golf Facilities, the Social Facilities, and the Common Facilities and to attend Club sponsored events held at the Clubhouse, but will not be entitled to use the Spa (including, without limitation, the two (2) tennis courts, the pool, and the fitness center). Limited Golf Members will not be required to pay greens fees, but will be required to pay dues, guest fees, caddie fees, golf cart fees and all other fees and charges applicable to their use of the Club. In the prior Club, this category was referred to as the “Golf Membership.”
  - b. **Portfolio Membership.** Up to four (4) condominium units and fractional interests in other condominium units in Eagle Tree Condominium adjacent to the Club may be part of the Ritz-Carlton Portfolio Club or Marriott Vacation Club Destinations Exchange Program (“Portfolio Club”). An Eagle Tree Condominium unit that is part

of the Portfolio Club is referred to as a “**Portfolio Unit**,” and an Eagle Tree Condominium unit fractional interest in a Portfolio Unit that is part of the Portfolio Club is referred to as a “**Portfolio Unit Fraction**.” A Portfolio Membership for the benefit of a Portfolio Unit is referred to as a “Full Portfolio Membership” and “Portfolio Membership” for the benefit of a Portfolio Unit Fraction is referred to as a “Fractional Portfolio Membership.” Full Portfolio Membership may be issued to a Portfolio Club with respect to a Portfolio Unit that it owns (provided that not more than four (4) Full Portfolio Memberships will be issued unless the Club Owner elects otherwise in its sole and absolute discretion) and a Fractional Portfolio Membership may be issued to a Portfolio Club with respect to one or more Portfolio Unit Fractions that it owns; provided that, in each case, the applicable Portfolio Club has paid the required non-refundable membership initiation fee then in effect for a Portfolio Membership. A Portfolio Unit or Portfolio Unit Fraction may not benefit from both a Portfolio Membership and the Eagle Tree Membership. The individuals staying in a Portfolio Unit or Portfolio Unit Fraction pursuant to The Ritz-Carlton Portfolio Membership Plan or the plan of the Marriott Vacation Club Destinations Exchange Program (each, a “Vacation Club Plan”) and that are allowed to use the Club pursuant to a Full Portfolio Membership or a Fractional Portfolio Membership are referred to as “Portfolio Users.” The Full Portfolio Membership and the Fractional Portfolio Membership will allow persons who stay in the Portfolio Unit or Portfolio Unit Fraction pursuant to the applicable Vacation Club Plan to use the Golf Facilities, the Spa, the Social Facilities, and the Common Facilities and to attend Club sponsored events held at the Clubhouse while in residence at the Portfolio Unit or Portfolio Unit Fraction pursuant to the applicable Vacation Club Plan. Portfolio Users will not be permitted to use the Club Facilities when not in residence in a Portfolio Unit or Portfolio Unit Fraction in accordance with the applicable Vacation Club Plan. Portfolio Members will be required to pay dues, green fees, guest fees, caddie fees, golf cart fees and all other fees and charges applicable to their use of the Club as provided in the applicable Membership Agreement.

- c. **Eagle Tree Membership.** The Eagle Tree Condominium Association, Inc., a Florida not-for-profit corporation (the “**Association**”) is the association of all owners of Club Homes and/or Club Home Interests in the Eagle Tree Condominium. Capitalized terms used in this paragraph but not defined in this Membership Plan have the meanings given in the Condominium Declaration (as such term is defined below). The Eagle Tree Membership is a category of privileges held by the Association on behalf of owners vested with legal title to a Club Home Interest in Eagle Tree Condominium adjacent to the Club. The Eagle Tree Membership includes all of the privileges afforded to such owners under Section 6.5 of the Condominium Declaration to use certain amenities of the Golf Club and such other use rights as Club Owner may agree to allow, subject to revocation in Club Owner’s sole discretion, from time to time. Such owners vested with legal title to a Club Home Interest will be allowed the same use of the non-golf facilities of the Club as the holders of Spa Memberships provided, however, each such owner may only make such use during such periods of time as such owner is in residence under his Club Home Interest at Eagle Tree Condominium subject to the same terms and conditions for use that are set forth in this Membership Plan, as well as the Rules, that are

applicable to Spa Memberships. The Eagle Tree Membership does not require an initiation fee from the Eagle Tree Condominium Association, Inc. but will require the payment of dues and all other fees and charges applicable to the use of the Club made by such owners. The failure of the Eagle Tree Condominium Association, Inc. to pay any fees, dues or charges shall subject all association members to discipline, including, without limitation, suspension, termination and expulsion. The Eagle Tree Membership does not grant any membership interest in the Club (or part thereof). The “**Condominium Declaration**” means the Declaration of Condominium of Eagle Tree Condominium, made by RBF, LLC, a Delaware limited liability company, recorded in ORB 15778, Page 22, Public Records of Palm Beach County, Florida as amended by First Amendment to Declaration of Condominium recorded in ORB 16701, Page 0914; Second Amendment to Declaration of Condominium recorded in ORB 17557, Page 0343; Third Amendment to Declaration of Condominium recorded in ORB 18273, Page 1853; Fourth Amendment to Declaration of Condominium recorded in ORB 18368, Page 1806; Fifth Amendment to Declaration of Condominium recorded in ORB 22312, Page 0102; Sixth Amendment to Declaration of Condominium recorded in ORB 22407, Page 1255; Seventh Amendment to Declaration of Condominium recorded in ORB 23100, Page 1845; Eighth Amendment to the Declaration of Condominium recorded in ORB 23137, Page 1369; Ninth Amendment to the Declaration of Condominium recorded in ORB 23269, Page 1278; and Tenth Amendment to the Declaration of Condominium recorded in ORB 23956, Page 0146, all recorded in the Public Records of Palm Beach County, Florida. The Eagle Tree Membership is not a Refundable Membership; as such term is defined below. The Eagle Tree Membership may not be resigned or terminated without the consent of the Club.

- d. **Charter Membership.** Charter Members are a very limited number of members that were admitted to the Prior Club as “Charter Members” and whose membership is being respected by the Club. Charter Members will be allowed to use the Club to the same extent as Full Golf Members and will not be required to pay any membership dues but will be required to pay all other fees and charges applicable to their use of the Club.
  - e. **Honorary Membership.** The Club may issue Honorary Memberships to the club to such persons as the Club determines appropriate from time to time. These Honorary Memberships will be available on such terms and conditions as the Club determines appropriate, and will not count toward any membership limit. Honorary Members may have the same privileges as Full Members and may, or may not pay the same fees and charges as Full Members. Honorary Members will not be obligated to pay dues unless the Club is ever converted into an equity, member owned club.
3. **Refund of Membership Deposit.**
- a. **Generally.** None of the memberships in the Club issued by the Club Owner include refundable initiation fees or refundable membership deposits. However, some of the memberships in the Prior Club did include refundable membership, and Club Owner

will honor certain of those memberships at the Club. refundable membership deposit. The refundability of any such refundable membership deposit is subject to the terms and conditions in the applicable Membership Agreements, this Membership Plan and the Rules, as they each may be hereafter amended from time to time.

- b. **Definitions.** In order to aid in the explanation of the refund process, we refer in this Membership Plan to a membership that original included a refundable membership deposit and which membership is now subject to refund from the Club Owner as a “**Refundable Membership,**” and the member owing a Refundable Membership is referred to as a “**Refundable Member.**”
- c. **Refund Process.** The membership deposit of a Refundable Member will be refunded as follows, unless otherwise set forth in the Membership Agreement:
  - i. **Refundable Members Who Resign Prior to Thirty Years.** A Refundable Member who resigns less than thirty (30) years after joining the Club will receive a refund when the resigned Refundable Membership is reissued by the Club to a new member. The amount of the refund will be the amount of the membership deposit previously paid by the resigning Refundable Member, without interest. A Refundable Membership is deemed reissued in accordance with subsection (d) below.
  - ii. **Refundable Members Who Continue Their Membership for Thirty Years.** A Refundable Member who continues to remain a member in good standing for thirty (30) years after joining the Club will receive a refund thirty (30) years after the member joined the Club. The amount of the refund will be the amount of the membership deposit previously paid by the member, without interest. The member or the member’s estate will not receive any additional refund when the membership is eventually resigned or deemed reissued by the Club to a new member, or acquired by a spouse of the member. A Refundable Member who continues to be a member for thirty years and receives a refund of the membership deposit may elect to continue his or her membership at the end of the 30-year period. The Refundable Member will be obligated to continue to pay the then current membership dues, fees and charges associated with his category of membership.
  - iii. **Portfolio Membership.** The refund of the membership deposit, if any, for a Portfolio Membership will be as set forth in their respective Membership Agreements.
- d. **Reissuance of a Resigned Membership.** As stated above, none of the memberships in the Club issued by the Club Owner include refundable initiation fees or refundable membership deposits. Therefore, a Refundable Membership will never be reissued. However, for purposes of determining when a Refundable Member is entitled to

receive a refund of his or her membership deposit in accordance with the preceding subsection (c), a resigned Refundable Membership will be deemed to be reissued in accordance with the following provisions and under no other circumstance will a resigned Refundable Membership be deemed to have been reissued:

- i. **Process.** Each resigned Refundable Membership will be placed on a waiting list and will be deemed reissued on a first-assigned, first-issued basis as follows:
  1. As long as the Club has a previously unissued membership or resigned Non-Refundable Membership available for sale in the resigned Refundable Member's category of membership, provided there is a resigned Refundable Membership on the waiting list, every fifth (5<sup>th</sup>) membership issued in that category will be a deemed reissuance of a resigned Refundable Membership from the waiting list (the other four (4) memberships being from the Club's unissued memberships). This procedure allows the deemed reissuance of resigned memberships prior to the issuance of all memberships in the Club and notwithstanding that no new refundable memberships are in fact being issues.
  2. If the Club does not have an unissued membership or resigned Non-Refundable Memberships available for sale in the resigned member's category of membership, then, provided and so long as there is a resigned Refundable Membership on the waiting list, each membership issued in that category will be deemed to be the reissuance of a resigned Refundable Membership.
- ii. **Resignation Lists.** There will be one (1) waiting list for Full Golf Memberships and Limited Golf Memberships. The Club will maintain separate waiting lists for the reissuance of resigned Fractional Golf Memberships and Spa Memberships. A resigned Full Portfolio Membership that is not reissued to the subsequent purchaser or new owner of the Portfolio Unit in accordance with the Portfolio Membership Agreement will be placed on the Fractional Membership waiting list and treated as eight (8) Fractional Memberships. A resigned Fractional Portfolio Membership that is not reissued to the subsequent purchaser or new owner of the Portfolio Unit Fraction in accordance with the Portfolio Membership Agreement will be placed on the Fractional Membership waiting list and will be reissued as a Fractional Membership. If a Refundable Member who owns real estate in the Eagle Tree Condominium sells or transfers his or her property, the Club, in its sole discretion, may decide whether or not to invite the purchaser or new owner of the property to become a member. If the purchaser or new owner is invited for membership and the seller of the property resigns his or her Refundable Membership to the Club, the purchaser or new owner of the property shall go to the top of the waiting

list to acquire a membership. and acquire the resigned Refundable Membership from the Club at the then current membership price for the resigning Refundable Member's category of membership.

- iii. No Non-Legacy Refunds. For the avoidance of doubt, notwithstanding that the issuance of a certain membership may be a deemed reissuance of a Refundable Membership such issued membership will not be refundable in fact and the applicable member will not be entitled to receive any refund whatsoever. The purpose of deeming the issuance of a membership to be the reissuance of a Refundable Membership is solely for the purpose of determining the time when such original Refundable Member is entitled to receive his or her refund.
  - e. Prorations of Current Dues and Fees upon Reissuance. If a Refundable Membership is deemed reissued during a membership year, the resigned Refundable Member shall not be entitled to a refund of a pro rata portion of any dues and other fees paid in advance for which services have yet to be rendered. No refund will be paid to non-refundable members either.
4. Legacy Pledges. As provided in the Membership Plan, a member may not pledge, hypothecate or otherwise transfer his or her membership. However, the Prior Plan did allow pledges in certain circumstances. The following provisions apply to Refundable Memberships that were pledged in accordance with the Prior Plan as collateral for a purchase money loan for the membership deposit or initiation fee required by such Refundable Membership:
- a. If the Refundable Member is in default on the payments to the lender that has financed a membership deposit or initiation fee after the applicable cure period, and the lender provides written notice to the Club Owner and the member of such default and the amount owed the lender by the member ("Default Amount"), the membership will, at the election of the Club Owner, be deemed to be resigned. In the case of a Refundable Membership, upon reissuance of the membership, the Club will pay to the lender the Default Amount to the extent of the refund due the member upon reissuance of membership, subject to subsection 3(f) above. If the refund due the Refundable Member upon reissuance of the membership exceeds the Default Amount, the Club will pay the excess to the Refundable Member. The Refundable Member agrees that the Club may rely exclusively on the written notice from the lender, and shall have no obligation to determine if the Refundable Member is in fact in default in his or her loan obligations to the lender or if the Default Amount is correct. The Club shall not have any obligation to pay to the lender any amount in excess of the amount due a Refundable Member upon reissuance of membership or pay to the lender any amount after resignation of a Non-Refundable Member. The lender shall not have any rights with respect to the membership or the right to resell the membership other than such right to receive payment after reissuance of the membership by the Club in accordance with this Membership Plan.

- b. If the Prior Club Owner, or Prior Club financed the Refundable Membership purchase by the Refundable Member, terms for the membership financing and provisions governing remedies of the Club in the event of default by the member and refund to the Refundable Member after resignation and prior to full payment of the loan were set forth in the Promissory Note or Membership Agreement for the member. The Club Owner will own certain of those Promissory Notes or Membership Agreements.
  
5. **Relationship with Prior Club.** Club Owner acquired the Club Facilities from RBF, LLC (the “Prior Owner”). The Club Owner did not acquire the stock of the Prior Owner or merge with the Prior Owner. The Club Owner is not the successor of the Prior Owner and the Club is not the continuation of the Prior Club. As such, no member of the Prior Club has any rights against the Club Owner or in and to the Club, and the Club Owner has no obligations to any member of the Prior Club, of any kind or nature because of (a) such members membership in the Prior Club or other agreements with the Prior Owner or any other entity or person, including, without limitation, the Ritz-Carlton Management Company, LLC (the “Prior Property Manager”) or the Ritz-Carlton Hotel Company, LLC (the “Prior Property Subcontractor Manager”), (b) any injury, accident or other incident that occurred at or in relation to the Prior Club, or (c) any other reason whatsoever. As noted above, however, the Club Owner will honor certain memberships in the prior Club and certain obligations for refundable membership deposits, in each case, solely to the extent of Club Owners express agreements do so and in each case, subject to the applicable Membership Agreements, this Membership Plan and the Rules, each as may be amended from time to time.

# EXHIBIT "H"



December 17, 2012

Dear Club Golf Members,

It was a great honor to have met you at Trump International on Friday evening to discuss the many ideas and concepts for making Trump National Golf Club - Jupiter one of the finest clubs anywhere in the world!

As you know, there has been an unmistakable “cloud” that has plagued your club for many years based on antiquated membership documents that do not allow for the club’s success under ultra-luxurious operation. This has caused the club’s numbers, and resignation list, to remain completely stagnant for a very long period of time. While this business model can work very nicely for us from a monetary perspective, we would be forced to continue to run the club on purely a cash flow basis which is not synonymous with the ultra-prestigious club that this can be. Furthermore, it makes it highly impractical for us to invest the many millions of dollars necessary to bring the spa, tennis, golf facilities and clubhouse to the world class standard they deserve.

Therefore, as we discussed, there are three directions in which we can go but, in our opinion, only one if we want to bring the club to the next level of luxury. We didn’t create this problem but we are dedicated to fixing it:

**“Opt-In” Option:** Effective immediately, your annual dues for 2013 will be reduced by 10% over the dues you paid in 2012 respectively. We will honor this cap for a three-year period of time and therefore you will see NO increase in 2013, 2014 or 2015. In addition, you will be given reciprocity to The Mar-A-Lago Club, Trump International Golf Club, Palm Beach and Trump National - Doral, Miami. In return, we only ask for the elimination of the refundability which, while only due in many years (20+ years in most cases), has historically created an insurmountable problem for bringing new members and vibrant families into our club.

**“Opt-Out” Option:** Starting January 1, the dues for 2013 will be increased by 20% for those members who have not “Opted-In” and who are not on the resignation list. No dues cap or reciprocity will be offered to these members.

Additionally, it became clear based on the overwhelming applause at Trump International, that if a person is on the resignation list, the membership does not want them to be an active member of the club --- likewise as the owner of the club, I do not want them to utilize the club nor do I want their dues. In other words, we are committed to seeing Trump National Golf Club - Jupiter on the list of the best clubs in the world and if you choose to remain on the resignation list, you're out. On the other hand, for those many members who are on the resignation list due to frustration and the before mentioned problems, we would be honored to give you the ability to return to your original status on the same "opt-in" terms as outlined above.

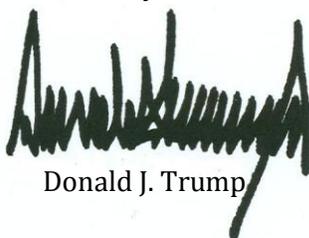
There are a large number of capital improvements that we would like to implement immediately if the requisite number of members "opt-in." We have an incredible plan in place to lengthen the course, expand and renovate the bunkers and significantly enhance the driving range, practice facilities and overall beauty of the course. In addition, Jack Nicklaus has actually suggested moving some tees forward in order to make the course more playable for certain members.

Equally as important is to create a true family atmosphere, as our children are the future of our great club. Therefore, it is our intention to significantly enhance and renovate "Trumpeteers," the new name of the childcare facility, and implement vastly improved golf and swim camps for the "kids." We will also be completely renovating the tennis courts with all new "Har-Tru" surfaces and adding new courts where possible. Last but not least, our spa representatives have a tremendous "wish list" of items, all of which we will be implementing in the near future assuming we reach an "opt-in" percentage, which would make all of the many needed capital improvements economically feasible.

For your convenience we have attached a simple rider stating the contents of this letter. We ask that you please make your decision, sign the attached and return it to Debbie Shulman, our Membership Director, at [DShulman@TrumpNational.com](mailto:DShulman@TrumpNational.com) before Monday, December 31<sup>st</sup>. If your letter is not received by that time, we will assume that you have "opted-out" and bill you accordingly.

In closing, on behalf of our family and our amazing staff, it was wonderful being with you on Friday. Many of you have commented how outstanding the food was --- get used to it as your food will soon reach that same "Five-Star" standard. Thank you again for the overwhelming support and we look forward to being together for many years to come!

Sincerely,

A handwritten signature in black ink, appearing to read "Donald J. Trump". The signature is stylized and somewhat cursive, with a long, sweeping underline that extends to the right.

Donald J. Trump

# EXHIBIT "I"

1-6-09

Dear Jennifer

Please accept my intention  
to resign my golf membership  
effective today, January 6<sup>th</sup>, 2009

Signed

Ralph R. Willard

Ralph Willard

EXHIBIT "J"



THE RITZ-CARLTON GOLF CLUB & SPA™  
JUPITER

January 29, 2009

Mr. and Mrs. Ralph Willard  
225 Devonbrook Lane  
Cory, North Carolina 27511

**RE: The Ritz-Carlton Golf Club & Spa, Jupiter  
Full Golf & Spa Membership**

Dear Mr. and Mrs. Willard:

Please accept this letter as acknowledgement of our receipt of the resignation request for your Full Golf & Spa Membership, which we received from you by letter on January 6, 2009. Your deposit will be refunded upon the re-issuance of your Membership, per the procedure defined in the Membership Document. We will notify you as soon as your Membership has been reissued. Until that time, your Membership is still active and you may continue to enjoy the use of the Club as before.

Warm regards,

Laura Tuzi  
Sr. Membership Administration Manager

Enclosure

cc.: Jennifer Barbosa, Membership Director  
Karen McCann, Director of Member Communications  
Bud Taylor, Golf Director

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.) **NOTICE: Attorneys MUST Indicate All Re-filed Cases Below.**

<p><b>I. (a) PLAINTIFFS</b></p> <p>NORMAN HIRSCH, MATTHEW DWYER, and RALPH WILLARD, individually and on behalf of all others similarly situated, <span style="float:right">+</span></p> <p><b>(b)</b> County of Residence of First Listed Plaintiff <u>Palm Beach</u> (EXCEPT IN U.S. PLAINTIFF CASES)</p> <p><b>(c)</b> Attorney's (Firm Name, Address, and Telephone Number)</p> <p>Farmer, Jaffe, Weissing, Edwards, Fistos &amp; Lehrman, P.L. 425 North Andrews Avenue, Suite 2, Fort Lauderdale, Florida 33301 Telephone: 954-524-2820 <span style="float:right">+</span></p>	<p><b>DEFENDANTS</b></p> <p>JUPITER GOLF CLUB LLC, a Delaware LLC d/b/a TRUMP NATIONAL GOLF CLUB JUPITER and RBF, LLC d/b/a <span style="float:right">+</span></p> <p>County of Residence of First Listed Defendant <u>Palm Beach</u> (IN U.S. PLAINTIFF CASES ONLY)</p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT LAND INVOLVED.</p> <p>Attorneys (If Known)</p>
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**(d)** Check County Where Action Arose:  MIAMI-DADE  MONROE  BROWARD  PALM BEACH  MARTIN  ST. LUCIE  INDIAN RIVER  OKEECHOBEE HIGHLANDS

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

1 U.S. Government Plaintiff

2 U.S. Government Defendant

3 Federal Question (U.S. Government Not a Party)

4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Incorporated <i>or</i> Principal Place of Business In This State	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Citizen of Another State	<input type="checkbox"/>	<input type="checkbox"/>	Incorporated <i>and</i> Principal Place of Business In Another State	<input type="checkbox"/>	<input type="checkbox"/>
Citizen or Subject of a Foreign Country	<input type="checkbox"/>	<input type="checkbox"/>	Foreign Nation	<input type="checkbox"/>	<input type="checkbox"/>

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<p><b>PERSONAL INJURY</b></p> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	<p><b>PERSONAL INJURY</b></p> <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <p><b>PERSONAL PROPERTY</b></p> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <p><b>PROPERTY RIGHTS</b></p> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <p><b>SOCIAL SECURITY</b></p> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <p><b>FEDERAL TAX SUITS</b></p> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
<p><b>REAL PROPERTY</b></p> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<p><b>CIVIL RIGHTS</b></p> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities Employment <input type="checkbox"/> 446 Amer. w/Disabilities Other <input type="checkbox"/> 440 Other Civil Rights	<p><b>PRISONER PETITIONS</b></p> <input type="checkbox"/> 510 Motions to Vacate Sentence <p><b>Habeas Corpus:</b></p> <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	<p><b>LABOR</b></p> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt.Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act <p><b>IMMIGRATION</b></p> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions		

**V. ORIGIN** (Place an "X" in One Box Only)

1 Original Proceeding  2 Removed from State Court  3 Re-filed- (see VI below)  4 Reinstated or Reopened  5 Transferred from another district (specify)  6 Multidistrict Litigation  7 Appeal to District Judge from Magistrate Judgment

**VI. RELATED/RE-FILED CASE(S).**

a) Re-filed Case  YES  NO      b) Related Cases  YES  NO

(See instructions second page): JUDGE \_\_\_\_\_ DOCKET NUMBER \_\_\_\_\_

**VII. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing and Write a Brief Statement of Cause (Do not cite jurisdictional statutes unless diversity):

28 U.S.C. § 1332

LENGTH OF TRIAL via 14 days estimated (for both sides to try entire case)

**VIII. REQUESTED IN COMPLAINT:**

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23      DEMAND \$ \_\_\_\_\_      CHECK YES only if demanded in complaint: JURY DEMAND:  Yes  No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE

SIGNATURE OF ATTORNEY OF RECORD: s/Steven R. Jaffe      DATE: May 3, 2013

**FOR OFFICE USE ONLY**

AMOUNT \_\_\_\_\_ RECEIPT # \_\_\_\_\_ IFP \_\_\_\_\_

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

NORMAN HIRSCH, MATTHEW DWYER,
and RALPH WILLARD,

Plaintiff(s)

v.

JUPITER GOLF CLUB LLC, a Delaware
LLC d/b/a TRUMP NATIONAL GOLF
CLUB JUPITER, et al,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) JUPITER GOLF CLUB LLC, d/b/a TRUMP NATIONAL GOLF
CLUB JUPITER
Through its Registered Agent NRAI SERVICES, INC.
1200 South Pine Island Road
Plantation, FL 33324

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you
are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ.
P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of
the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney,
whose name and address are:

Steven R. Jaffe, Esq.
Farmer, Jaffe, Weissing, Edwards, Fistos & Lehrman, P.L.
425 North Andrews Avenue, Suite 2
Fort Lauderdale, Florida 33301
Telephone: 954-524-2820; Facsimile: 954-524-2822

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint.
You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

NORMAN HIRSCH, MATTHEW DWYER,
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Plaintiff(s)

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JUPITER GOLF CLUB LLC, a Delaware
LLC d/b/a TRUMP NATIONAL GOLF
CLUB JUPITER, et al,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) RBF, LLC d/b/a THE RITZ-CARLTON GOLF CLUB &
SPA JUPITER,
Through its Registered Agent CORPORATION SERVICE COMPANY
1201 HAYS STREET, SUITE 105
TALLAHASSEE, FL 32301

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you
are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ.
P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of
the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney,
whose name and address are:

Steven R. Jaffe, Esq.
Farmer, Jaffe, Weissing, Edwards, Fistos & Lehrman, P.L.
425 North Andrews Avenue, Suite 2
Fort Lauderdale, Florida 33301
Telephone: 954-524-2820; Facsimile: 954-524-2822

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint.
You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk