



SUNDANCE
— CLUB —

NON-RESIDENT
MEMBERSHIP AGREEMENT

I. PURCHASE OF MEMBERSHIP

The undersigned (the "Member") hereby agrees to join Sundance Club in the membership category indicated on the Membership Application attached hereto and which is incorporated herein by this reference and made a part hereof for all purposes.

The Member hereby agrees to pay to Sundance Club LLC, a Texas limited liability company, ("Sundance Club", the "Club" or the "Company") or its successors or assigns doing business as Sundance Club) the Amount Owed stated in the Membership Application for the Membership, together with any applicable sales tax, or other taxes with respect to the payment of the Non-Refundable Membership Fee. The amount of the payment required, if any, is due upon submission of this Membership Agreement or as otherwise provided in the Membership Application. Member acknowledges that all or a portion of the Non-Refundable Membership Fee may be used in connection with the development, construction, and related activities of Sundance Club and Club Facilities.

FAILURE TO PAY THE ANY MEMBERSHIP FEE AS AND WHEN DUE SHALL RESULT IN TERMINATION OF THE MEMBERSHIP WITHOUT FURTHER NOTICE. SHOULD THE MEMBER RESIGN OR BE TERMINATED FROM THE CLUB THE MEMBERSHIP SHALL BE DEEMED RESIGNED AND NO REFUND OF THE INITIATION FEE SHAL BE GIVEN.

The Company may transfer title to the Club Facilities referred to hereafter to an entity affiliated with the Company, which has not yet been formed (the "New Club Owner Entity"). If such transfer of title occurs, simultaneously therewith the New Club Owner Entity will be substituted as the "Company" for all purposes hereof and the Company will be released from all obligations and liabilities hereunder, under the Rules and Regulations also referred to hereafter.

II. PAYMENT OF DUES, FEES AND CHARGES

The Member hereby agrees to pay to the Club the membership dues associated with the Membership, including any applicable sales tax, or other taxes, as well as any applicable fees and charges.

The Member dues, fees and charges will be billed to a credit card on file with the Club and paid by the credit card company. Member understands that the Member is obligated to keep a valid approved credit card on file with the Club at all times and the Member authorizes the Club to charge dues, fees and charges to such credit card (see Appendix 1 attached hereto). The Member also understands that the Member is responsible for any amounts that are not paid by the credit card company.

In the event the Member's card on file is declined or invalid, causing any amounts owed to the Club to not be paid in a timely manner, the Member understands that the Member may be subject to a late payment charge as well as certain disciplinary action, in accordance with the Sundance Club Rules and Regulations (as amended, modified, revised and/or supplemented from time to time, the "Rules and Regulations").

III. MEMBERSHIP DUES

Sundance Club Members will be charged Membership Dues as specified on the attached addenda. This ongoing fee is subject to State Mandated Sales Taxes that Sundance Club is under a legal obligation to collect. All categories of Members will be responsible for payment for those products and services they and their guests elect to purchase. Membership Dues may be adjusted from time to time but shall not be increased by more than 3% in any single year. Applicable Membership Dues are charged to the card

on file at the due date, unless Membership has been resigned by written statement of the Member in advance of the due date for payment.

IV. CLUB FACILITIES

The following “Club Facilities” are available to the Members, their Family Members and guests to enjoy. Applicable fees may apply with each, and will be payable by the Member.

- Hotel Rooms, Camp Sundance Bunkhouses and Residence Cabins.
- Sundance Day Spa Services
- Swimming Pools, Cabanas, and Various Outdoor Recreational Areas
- Bar and Restaurant
- ALR Center, Eagles Nest, The Cove on Lake McIntire, and Joe Watts Center
- Sundance Club Entertainment Pavilion

Please note; Social Members do not have access to book Hotel Rooms, Camp Sundance Bunkhouses or Residence Cabins.

Additional club facilities may, at the sole discretion of the Club, be added at anytime in the future. Members may have access to these future facilities included in their membership, may have access to these future facilities with an additional membership fee, or the future facilities may be available with a usage fee (or a combination thereof).

V. ACKNOWLEDGMENT OF MEMBERSHIP RIGHTS

The Member acknowledges that membership in Sundance Club permits the Member normal use the Club Facilities defined in Article IV in accordance with the Rules and Regulations. Membership in Sundance Club is not an investment in the Club or the Club Facilities and does not give a member a vested or prescriptive right or easement to use the Club Facilities. Membership in Sundance Club does not provide a member with equity or ownership or any other property interest in the Club or the Club Facilities. A member acquires only a revocable license to use the Club Facilities in accordance with the terms and conditions of the Rules and Regulations and the Membership Agreement, as the same may be amended, modified, revised and/or supplemented from time to time at the Clubs sole discretion. All rights and privileges of members under the Rules and Regulations and the Membership Agreement are subordinate to the lien of any mortgage or deed of trust encumbering the Club Facilities from time to time.

The Club reserves the right, in its sole discretion, to amend, modify, revise and/or supplement the Rules and Regulations, to reserve memberships, to add, issue, modify or discontinue offering any type, category or class of membership or dues category, to convert Sundance Club into a member-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.

The Company, for itself and on behalf of its successors and assigns, reserves the right to sell, merge, assign, convey, transfer or otherwise dispose of any or all of its right, title and interest in the Club Facilities to any party or parties. Upon any such sale, merger, assignment, conveyance, transfer or other disposition of all right, title and interest in the Club Facilities, the transferring party shall be relieved of and released from any and all obligations under the Rules and Regulations and each Membership Agreement then in effect, provided however, the purchaser or the surviving company acquires such right,

title and interest subject to the terms and conditions of the Rules and Regulations and Membership Agreements then in effect and assumes the obligations of the transferring party thereunder.

The Member hereby acknowledges that the use of the Club Facilities and any privilege or service incident to membership is undertaken with knowledge of risk of possible injury. The Member hereby accepts any and all risk of injury to the Member, the Member's family members and guests sustained while using the Club Facilities or while involved in any event or activity incident to membership in Sundance Club. The Member agrees to release and hold the Club, any manager of the Club Facilities, their affiliates, their successors and assigns and their respective directors, officers, partners, members, shareholders, employees, representatives and agents and the members of the Advisory Group of Members of Sundance Club and any club committee harmless in accordance with the provisions of the Rules and Regulations.

~~VI. TRANSFER AND INHERITABILITY OF MEMBERSHIP~~

~~Upon the death of a Member, the membership will automatically transfer to the spouse, if any. If no spouse, the membership will be deemed terminated as of the date of death of the deceased Member.~~

~~In the event of divorce or separation of spouses, 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 not to transfer the membership to either spouse if the Club is unable to determine the person who is lawfully entitled to receive the membership. The Member and his or her spouse shall be jointly and severally liable to reimburse the Club for any reasonable attorney's fees incurred by the Club in connection with any of the above proceedings.~~

~~The Club will allow the membership to be transferred to a named heir with payment of a \$1,000 Transfer Fee per Named Beneficiary and execution of Club Membership Documents. Please use Beneficiary Designation Form to name your chosen beneficiary or beneficiaries. The Transfer Fee may be paid in advance by either the heir or by the Member thereby assuring the transfer in advance of death while also allowing the chosen heir to enjoy his or her own membership, guest privileges and vertical family access privileges. The membership may not be sold, bartered or exchanged with any third party under any circumstances.~~

VII. RECIPROCAL PRIVILEGES

The Club may, in its discretion, enter into reciprocal use privileges and access agreements with other clubs, as the Club determines appropriate from time to time.

VIII. PROMOTIONAL USE

The Club will have the right to designate other persons, including, without limitation, officers, directors, partners, managers, members, 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 Members and purchasers of residences or homesites in 7-R Ranch 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 discretion, to restrict or to otherwise reserve in advance the Club Facilities for maintenance, outings, receptions and other special events from time to time.

In connection with such special events, the Club and its affiliates may: (1) erect barricades and shut down, block off, or re-direct traffic on, the streets and sidewalks, provided that some means of vehicular and pedestrian access (which may be circuitous and inconvenient) will be provided to the Club Facilities; and (2) to erect and/or establish within any portion of Sundance Club property and/or adjacent property any number of tents, shades, awnings, temporary structures, stadium and other seating, media booths and equipment, temporary signage, flags and banners, portable toilets, temporary lighting, temporary fencing and screening, bus and shuttle service loading, unloading and parking areas, staging areas, and similar items or areas, for periods which may commence significantly before and extend significantly after the actual special event.

IX. MEMBERSHIP DOCUMENTS

The Member hereby acknowledges receipt of the Rules and Regulations and that the Member has read and understands them, and agrees to be bound by the terms and conditions thereof as the same may be amended, modified, revised and/or supplemented from time to time by the Club. The Member further acknowledges that the Member is not relying on any oral representations in acquiring a membership in Sundance Club.

All issues and controversies arising out of this Membership Agreement shall be governed by the laws of the State of Texas without regard to conflict of laws principles. The prevailing party in any litigation, arbitration or other dispute resolution shall be awarded attorney's fees and costs.

The Club may pledge or assign this Membership Agreement.

The membership acquired hereunder shall be issued in the name indicated below whom shall be the "Member" for purposes hereof.

[COMPLETED ONLINE WITH DIGITAL ACCEPTANCE]

SUNDANCE CLUB NON-RESIDENT MEMBERSHIP PLAN

Non-Resident Membership: \$0 Initiation Fee (\$5,000 cash value)

Dues	Food, Beverages & Spa	Lodging Access
\$0/year + Sales Tax	Full Access at Member Pricing	Full Access at Member Pricing

Statement of Qualification for Non-Resident Membership Plan

In order to qualify for the Non-Resident Membership Plan I understand that I must not own property inside 7-R Ranch Estates nor own a home located in Palo Pinto County. Should these conditions change, I understand that my membership must either be converted to a Resident Membership (with full credit given for the purchase price of the Non-Resident Membership) or I will be required to resign my Membership.

- **Access and use of this Non-Resident Membership and all rights and privileges associated are subject to the following:**
 - **Continued Employment by Tarleton State University**
 - **Tarleton Athletics continuing to maintain a corporate relationship with Sundance Club that provides this access.**
- **Should either of those circumstances change the Non-Resident Membership will be revoked, but will be available for purchase at the above mentioned \$5,000 price by each individual should the individual desire to continue personal Membership.**

FAILURE TO PAY ANY MEMBERSHIP FEE AS AND WHEN DUE SHALL RESULT IN TERMINATION OF THE MEMBERSHIP WITHOUT FURTHER NOTICE.