

Exhibit A

Annual Memberships at The Golf Club at Rio Vista (the "Golf Club") are available to the general public without discriminatory regard to race, creed, religion or national origin. Such membership is provided at the discretion of the management of the Golf Club. Prospective purchasers must complete an application and acknowledge an understanding of the terms and conditions of membership. All Memberships are subject to the Club Rules, as the same may be amended from time-to-time.

- 1) _____ Annual Resident Single 5 Day Membership
(Includes green fee w/ cart Monday-Friday) - \$1,900 up front whole payment
- 2) _____ Annual Resident Single 7 Day Membership
(Includes green fee w/ cart 7 Days a Week) - \$2,100 up front whole payment
- 3) _____ Resident Add a Spouse - \$995 up front whole payment
- 4) _____ Trail Fee - \$99
- 5) _____ Annual Non-Resident Single 5 Day Membership
(Includes green fee w/ cart Monday-Friday) - \$2,400 up front whole payment
- 6) _____ Annual Non-Resident Single 7 Day Membership
(Includes green fee w/ cart 7 Days a Week) - \$2,700 up front whole payment
- 7) _____ Non-Resident Add a Spouse - \$1200 up front whole payment

The Annual Membership is comprised of the following:

Term: 12 month commitment required, commitment begins on the membership start date. Those purchasing the 2020 membership prior to the end of 2019 will have immediate use of the membership to expire December 31, 2020.

- Unlimited Golf for 12 Consecutive Months
- 14 Day Advance Tee Time Booking
- Exclusive Member-Only Events
- Guests Playing with Member Receive Resident Rates

Members are required to comply with the Club Rules, as the same may be amended from time-to-time. The management of the Golf Club reserves the right to revoke any membership in the event that Member violates any Club Rules.

Member Initials _____

EXHIBIT B
THE GOLF CLUB AT RIO VISTA
RULES AND REGULATIONS

In order to enhance the golf experience and safety of all persons and guests at The Golf Club at Rio Vista (the "Golf Club"), the following rules and regulations ("Club Rules") shall govern the actions and conduct of all members and their guests at the Golf Club.

Use of Facilities

Member is entitled to use and enjoyment of the Golf Club, subject to the terms and restrictions of the applicable membership plan, these Club Rules, and such other restrictions or limitations as may be imposed from time-to-time by management. All modifications to rules will be appropriately distributed to members in writing.

Member must check- in with the Golf Shop at all times and sign for a golf cart at all times a golf cart is used. Failure to check-in with the golf shop may result in a loss of membership.

The Golf Club reserves the right to host special events and golf tournaments. Such events may partially or completely restrict the availability of golf course starting times and any or all Golf Club facilities, including, but not limited to use of the clubhouse, practice green, and the golf course itself. The Golf Club shall have no liability for the temporary suspension of any privilege due to maintenance, repair, construction, improvements, acts of God, inclement weather, utility disruptions, or any and all other matters beyond the control of the Golf Club.

The management of the Golf Club shall be free to modify the features of the facilities, including but not limited to the relocation of operations, the implementation or cessation of services, or such other adjustments or changes as management, in its discretion, deems appropriate.

Member Initials_____

Use of Golf Carts

Golf carts are to be driven in accordance with applicable cart restrictions at all times, and otherwise in a safe and controlled manner. Golf carts are allowed on the fairways of all par 4s and 5s at a 90° angle from the ball to the cart path. However, inclement weather or other conditions may evoke further cart restrictions. The staff will notify players of any temporary restrictions, but players are expected to refrain from driving golf carts where it may damage the golf course.

Transfers and Revocations

Membership privileges are personal to the Member and may not be sold, transferred, or otherwise assigned in any manner. The management of the Golf Club may revoke any membership without notice if a member violates any terms of the membership plan, general policies of the Golf Club and/or these Club Rules, as the same may be hereafter modified. No portion of any fees paid is refundable upon revocation. Club Rules may change from time to time at the discretion of management.

Payment of Fees and Charges

Membership fees are due and payable at the time the membership term begins as specified in the Membership Application and are non-refundable.

Indemnification for Damage

Member shall be responsible for all damages and personal injury caused by the Member, the Member's family, or any guest of the Member and the Member shall indemnify, defend, and hold harmless the Golf Club against any claims.

General Limitations

The Golf Club shall have no liability for the physical damage, theft, or loss to any personal property of Member or Member's guests in any way arising from the use of the Golf Club facilities, to the greatest extent allowed by law.

General Code of Conduct. While at the Golf Club facilities, Member shall conduct himself or herself in a manner that is not abusive, combative or disruptive to other players or staff.

Member Initials _____