

Shangri-La Membership Rules And Regulations

This document sets forth the terms and privileges of Membership of Shangri-La and the policies and procedures under which Shangri-La is operated. The obligation of enforcing these Rules and Regulations lies primarily in the hands of trained staff whose principal responsibility is serving Shangri-La's members and guests, protecting Shangri-La's property, and to assure members of all the courtesies, comforts and services to which they are entitled. It is the duty of the membership to know its Rules and Regulations and to cooperate with Management and staff in the enforcement of these Rules and Regulations.

These Rules and Regulations are effective January 1st, 2025 and are subject to change from time to time at the sole election of Management.

ARTICLE I DEFINITIONS AND APPLICATION

1.1 SHANGRI-LA

Shangri-La refers to the facilities provided at Shangri-La Resort with a primary address of 31000 S. Highway 125, Monkey Island, Oklahoma 74331. The "Owner" refers to Shangri-La Resort, LLC.

1.2 MANAGEMENT

"Management" refers to the management employees of the Owner which manage Shangri-La, its subsidiaries, and its successors in interest. "Manager" refers to the President of Shangri-La. The Owner and Management have authority over the affairs of Shangri-La.

1.3 MEMBERSHIP

(a) A "Membership" is the contractual privilege by which designated persons enter onto Shangri-La for the exclusive purpose of using and enjoying the available facilities at the times and in the manner set forth in these Rules and Regulations. A "Member" is the person or entity obligated for the payment of all fees, dues, fines and charges. Members agree to be bound by these Rules and Regulations as presently enacted or hereafter amended. Amendments to the Rules and Regulations may be announced at any time either by publication in Shangri-La's newsletter, website, or by posting at Shangri-La. The Rules and Regulations as amended or supplemented will be maintained in Shangri-La's office and are available for review upon request.

(b) Shangri-La is not an equity club. Membership is non equity and non participatory. Membership does not imply any right or privilege to participate in or to administer Shangri-La business policies and does not create any vested or proprietary right of any kind in land, Management or the assets of Management, Owner, or Shangri-La. Membership does not create any presumption that the facilities or services that are now or hereafter available will continue to be available. Membership privileges should not be viewed as an investment and no person obtaining membership privileges should expect to derive any economic benefits from membership in Shangri-La. Shangri-La is semi-private, and the Owner may allow the public access to Shangri-La in its sole discretion. These Rules and Regulations, Application for Membership and other membership documents have not been reviewed nor endorsed by any federal or state authority.

(c) Membership may be subject to disciplinary action, including fines, suspension, or revocation of membership, in accordance with these Rules and Regulations. The Owner's decision will be final regarding these matters.

(d) Management shall have the right to discontinue offering any categories of membership, to create additional categories or classes of membership from time to time conferring such rights and privileges and imposing such obligations as it deems appropriate, and to prescribe the qualifications and requirements for membership in any such class or category.

1.4 FEES, DUES, AND CHARGES

(a) All membership initiation fees, transfer fees, dues, fines, and miscellaneous charges and fees, whether paid annually, monthly or otherwise, shall be determined solely by the Owner and Management. The Owner and Management reserve the right to modify, change and add to these fees, deposits, dues, fines, and charges in its sole discretion. Membership in good standing is always conditioned upon prompt payment in full of all fees, deposits, dues, fines, and charges. A Member may be subject to disciplinary action, including forfeiture of membership, for failure to meet his or her financial obligations to Shangri-La as set forth in Article IV. The schedule of fees, deposits, dues, fines, and charges in effect at any given time is available for review at the membership office.

(b) Dues will be reviewed periodically and in no event less than annually by the Owner and Management. The amount of dues to be payable by Members may be set at any level deemed appropriate by Owner and Management. Dues will be payable on an annual or monthly basis. The Owner and Management reserves the right to change this policy at any time. In the event a membership is issued after the commencement of a billing period, the dues for such membership shall be prorated as of the date of issuance of such membership based on the number of days remaining in the billing period.

1.5 MEMBERSHIP INITIATION FEES & DEPOSITS (if applicable)

The Owner requires each new member to pay a non-refundable membership initiation fee for each category of membership offered by Shangri-La. The fee varies depending upon the type of membership and is subject to change or modification at any time in the sole discretion of the Owner. The Initiation fee schedule is available in Shangri-La's office or from the Director of Member Services.

1.6 MEMBERSHIP USE

Shangri-La membership entitles a Member, his or her spouse or significant other and all dependent children under the age of twenty six (26) that receive principal support from the member and is a full-time student the use of Shangri-La, provided the member is in good standing with Shangri-La and all applicable fees, deposits, dues, fines, and charges are timely paid.

1.7 APPLICABILITY OF RULES AND REGULATIONS

These Rules and Regulations apply to all Members, Member's families, business designees, and guests.

1.8 NON-MEMBER USE OF SHANGRI-LA

Shangri-La is a semi-private club and resort, and Management shall have the right to allow non-members to use the facilities located at Shangri-La.

ARTICLE II PRIVILEGES AND CLASSIFICATIONS OF MEMBERSHIPS

2.1 EXECUTIVE MEMBERSHIP

Details listed in current Membership Summary Appendix A.

2.2 RESORT MEMBERSHIP

Details listed in current Membership Summary Appendix A.

2.3 CORPORATE MEMBERSHIP

Details listed in current Membership Summary Appendix A

2.4 PRIMARY/ALTERNATE MEMBERSHIP DESIGNATION

For all family memberships, the Member may be required to designate primary and alternate Members either at the time of applying for membership, or in the case of existing Members, within fifteen (15) days of request

by Management to do so. The designations shall be made in the sole discretion of the applicants or Members. The spouse of the primary Member and all other family Members as specified in Section 1.7 shall be alternate Members.

ARTICLE III MEMBERSHIP POLICIES

3.1 ELIGIBILITY

(a) Membership in Shangri-La is subject to review and approval of the Owner. Financially qualified individuals of good character, over the age of twenty-one (21) shall be considered for membership without regard to race, color, national origin, sex, religious preference, sexual orientation or creed.

(b) A person qualified for membership shall become a Member after (i) submitting a formal application, including an agreement to abide at all times by the Rules and Regulations as then enacted or thereafter amended; (ii) satisfactory completion of any period of provisional status that may be established; (iii) formal approval of the application by Owner or Management; and (iv) payment of, or satisfactory arrangement to pay, the Membership Deposit and any other initial fees and dues related to membership.

3.2 LEAVES OF ABSENCE

Leaves of absence are not permitted. There is no policy permitting inactive status.

3.3 RESIGNATION

A Member may resign at any time upon providing Management with thirty (30) days prior written notice, but no resignation shall be effective until the date (the "Effective Date") that the Member's financial obligations to Shangri-La have been settled in full. No refund or proration of any deposits, fees or dues will be made to any Member resigning from Shangri-La. Resigning Members remain liable for all dues and charges (including late fees and interest) accrued up to the Effective Date of their resignation.

3.4 MEMBERSHIP IS TRANSFERABLE

- (a) General. Transferable memberships exist at Shangri-La and all memberships today have the right to transfer. No Member shall independently sell or transfer his or her membership without Shangri-La receiving twenty five percent (25%) of the current initiation fee from either the transferor or the transferee within sixty (60) days of the date of sale.
- (b) With respect to a family membership, upon the death of the primary Member, the membership shall, upon the written request of the decedent's spouse or child, within six (6) months of the death, continue and said spouse or child shall become the primary Member. In the event the spouse or child elects not to become the primary Member and retain the membership, the spouse or child shall not be required to pay dues, fees and assessments accruing after the primary Member's death. Upon the expiration of the six (6) month period, or sooner upon receipt of notice not to retain the membership from the spouse or child, the decedent's membership shall terminate. Upon the death of both the primary Member and the spouse of the primary Member, the membership may be transferred to any child.
- (c) In the event of a dissolution of the marriage of a Member, only one spouse shall retain membership privileges unless the other spouse purchases a new membership at the then prevailing dues and fees for the category of membership purchased and subject to the availability of a membership in that category. The determination of which spouse will retain membership privileges shall be made by either personal agreement between spouses or judicial determination. Until such a determination is made, both spouses shall retain their existing respective rights to use Shangri-La provided that both shall continue to be jointly and severally liable for dues, fees and assessments during said time period. Absent a valid court order, Management will not under any circumstances become involved in any domestic dispute regarding the ownership or privileges of membership. All primary and alternate Members agree to hold the Owner of Shangri-La, Shangri-La Management, and their employees and agents harmless from any and all liability arising out of the disposition of a membership pursuant to a court order believed in good faith to be valid and enforceable. This Section

3.4(b) is expressly subject to the Member's obligation to defend, indemnify, and hold harmless as provided in Section 11.1.

3.5 TERMINATION RIGHT

- (a) Owner reserves the right to terminate any membership for any reason it deems is in the best interest of Shangri-La, by paying to the Member the Membership Initiation amount paid to the Owner (if applicable) with exception to "For Cause" termination. This right to terminate may be exercised with or without the Member's permission and even if the Member is in good standing and has paid all outstanding dues and charges.
- (b) If Owner or Management elects to terminate the membership of a Member who has outstanding dues or charges, Shangri-La shall have the right to offset such dues or charges against the amount to be paid to said Member if applicable. If the Member did not pay the Owner an initiation fee, then they will remain liable for the unpaid dues and charges including interest and late fees until such amount is paid in full.

3.6 UPGRADES / DOWNGRADES IN MEMBERSHIP STATUS

Requests for upgrades in a Member's membership category, privileges or charging ability must be made in writing. Management shall have the absolute right to approve or disapprove such a request. Approval may be subject to conditions including payment of applicable fees, increases in Membership Initiation Fees and dues and the availability of a Membership in the requested category. Members shall be permitted to downgrade their membership category once during the life of the membership upon written request to Shangri-La. Once a member has been downgraded, he or she shall not be permitted to upgrade his or her membership until at least 12 months has passed. Membership upgrades will be at the cost of the difference between the category held and the desired category's initiation fee.

3.7 DISPUTES

With regard to any claim or dispute regarding the ownership of a membership, Owner and Management shall be entitled to rely on the membership application and may confirm ownership of that membership in the name of the person listed as the Primary Member on the application. Owner and Management will not become involved in any domestic or other dispute concerning ownership or issuance of a membership and shall not have any liability or responsibility for the resolution of such disputes. This Section 3.7 is expressly subject to the Member's obligation to defend, indemnify, and hold harmless as provided in Section 11.1.

ARTICLE IV PAYMENT OF DUES AND CHARGES

4.1 STATEMENTS AND PAYMENTS

Monthly statements are prepared on the 2nd of each month and normally mailed or emailed within three (3) working days thereafter. Payment is due upon receipt of invoice and must be received by the end of the month. A five percent (5%) late fee will be added to all outstanding balances not timely paid each month. Shangri-La offers the ability to set up direct payment with the Member's bank at no charge. Payments made by credit card will be subject to a two percent (2%) convenience fee. Notwithstanding the foregoing, Management may place any Member on a cash basis for any or all services otherwise provided for credit, at any time.

4.2 PAST DUE, DELINQUENCY AND REVOCATION

- (a) **30 Days Past Due.** If a Member's account becomes thirty (30) days past due, the Member will be notified by email and/or telephone that his or her charging privilege has been suspended.
- (b) **60 Days Past Due.** Any Member whose account becomes sixty (60) days past due will be notified by email and/or telephone that his or her membership privileges have been suspended.
- (c) **90 Days Past Due.** The membership of any Member whose account is more than ninety (90) days delinquent will be notified by email and/or telephone that his or her membership privileges have been suspended and that his or her membership is subject to revocation and forfeiture to Owner if payment is not received within 10 days. Such forfeiture shall not prejudice or affect in any manner the right of Owner and Management to collect such delinquent indebtedness.

(d) **Frequent Delinquency Revocation.** The membership of any Member whose account becomes more than sixty (60) days past due three (3) times in any twelve (12) month period either consecutively or nonconsecutively, may, at Owner's or Management's election, be revoked and forfeited. Such forfeiture shall not prejudice or affect in any manner the right of Management to collect such delinquent indebtedness.

4.3 RETURNED PAYMENTS

All Members shall be charged an additional Seventy- Five Dollars (\$75.00) on their statement for any payments returned from the bank for insufficient funds or Management's actual cost of recovery, whichever is greater.

4.4 CREDITING OF ACCOUNT

Members with any questions regarding charges on their statement should contact Management's membership relations office. All bills must be paid in full, and any credits due to the Member will be credited on the following month's statement. Under no circumstances may a Member adjust his or her own account. A credit may never be taken against any initiation fee. You may review your detailed "receipts" regarding charges by going to the Member Portal section of the website and logging onto your account.

4.5 DISPUTE OF CHARGES.

A Member shall have 90 days from a statement date to dispute a charge made to their account. In the event a charge is not disputed prior to 90 days post statement date, the Member shall be responsible for all charges posted to their account.

4.6 FOOD CHARGES

All food and beverage charges may be subject to a service charge and to applicable sales tax. There is a \$300 food minimum per half year (January 1 through June 30th and July 1 through December 31). The food minimum applies only to restaurant and turn house purchases and does not include tip, tax or alcoholic beverage purchases. Special events such as festivals, galas, and holiday catered events are also excluded from food minimums.

4.7 OTHER CHARGES

If a Member reserves a Tee time on a Holiday or weekend morning (Friday thru Sunday) and cancels this reservation less than forty-eight (48) hours prior to the scheduled time, the Member will be charged the guest rate for the T-time for which the reservation was made, unless Management is able to re-book the T-times for that same period of time.

If a Member makes a reservation at The Summit and no-shows without giving at least 12 hours' notice of cancellation of reservation, a fee of \$25 per person plus tax will be charged to the Member's account.

ARTICLE V INFRACTIONS AND DISCIPLINE

5.1 VIOLATIONS

Any member may, for cause, be expelled or suspended or other appropriate action may be taken specifically including, but not limited to "infraction of the By-laws and Rules and Regulations" fines or reprimands by the Owner or Management. The term "cause" for the purpose of this paragraph shall include, but not be limited to, disorderly conduct at Shangri-La, conduct endangering the good order, welfare or character of Shangri-La, or generally engaging in any conduct deemed to be unethical or unbecoming a lady or gentleman.

5.2 FINEABLE OFFENSES

Any Member who commits any of the following offenses shall be subject to a fine, which shall be added to the Member's monthly statement. The amount of fine shall be determined and established by the Owner and Management. Failure to pay the fine and satisfy the Member's obligation in full may lead to a further fine

and suspension. Members may also be fined if any of the Member's family or their guests commit any of the following violations:

- (a) Failure to check in prior to playing, failure to pay guest fee for guest rider on your private cart, failure to have authorized trail fee permit on private golf cart, misrepresenting a guest of member or relative in obtaining a discount, or failure to register a golf guest (fine plus applicable guest fees).
- (b) Failure to comply with Rules and Regulations governing the proper use of golf carts.
- (c) Improperly booking advance Tee times for non-members or obtaining member discounts for people not eligible for such discounts.
- (d) Not following directions from Shangri-La staff regarding carts on paths only, checking in with pro shop prior to playing, driving carts too close to greens or tees, etc.
- (e) Deliberate abuse of any property of Shangri-La (fine plus the cost of repairing or replacing the property if necessary).
- (f) Bringing food and beverages into Shangri-La that is not purchased from Shangri-La.
- (g) Failure to check in and pay appropriate guest fees at the Resort pool.
- (h) Other conduct unbecoming of a Member.

5.3 SUSPENSION

(a) Management and Owner shall at all times have the absolute right to suspend for a definite or indefinite time the membership privileges of any Member who Management or Owner finds has violated any rule, regulation or policy established by Owner, or whose behavior is disruptive to the operation of Shangri-La. The prior imposition of a fine is not a prerequisite to suspension.

(b) A suspended Member shall be required to pay monthly dues during the period of suspension. Management and the Owner may lift a suspension, in its sole discretion, upon receipt of evidence that any wrongs committed has been redressed and any offensive behavior will not be repeated.

5.4 PROCEDURE FOR IMPOSING FINES OR SUSPENSION

Management shall prepare a written notice within thirty (30) days of an infraction, describing the violation, noting all parties involved, and specifying the penalty established by the Management. This notice shall be mailed to the Member and a copy of the notice shall be placed in the Member's file. Member's account will be billed the appropriate fine and charges.

5.5 HEARING FOLLOWING SUSPENSION

(a) A Member whose membership is suspended may request a review hearing to be held before Management. The Member's request for a hearing must be delivered to Management not more than fifteen (15) days following the date upon which the Owner mails the notice of suspension to the Member.

(b) The review hearing will be conducted within thirty (30) Days from the date that Member's request for hearing is delivered to Management. The Member must attend in person. Following the hearing, Management will make a decision, which shall be final and binding.

5.6 REVOCATION

A Membership may be revoked and the rights of any person or persons entitled to privileges under that membership may be terminated for any of the following reasons.

- (a) Commission of any felony or misdemeanor theft at Shangri-La.
- (b) Ninety (90) days delinquency or frequent delinquency.

- (c) Willful destruction of Shangri-La or staff property, as well as Member or guest property.
- (d) Physical or inappropriate verbal abuse of staff, Owner, Management, Members or guests.
- (e) Continued and repeated violations of these Rules and Regulations.
- (f) Conduct injurious to the reputation of Shangri-La or its Members and guests.
- (g) Conduct, which seriously detracts from Management's absolute right to manage Shangri-La and preserve its financial integrity.
- (h) Following a suspension, if a Member again violates the rule or policy that led to the previous suspension within twelve (12) months of the infraction, or if the Member violates any other rule or policy that would result in suspension within twelve (12) months of the infraction.

5.7 PROCEDURE FOR REVOCATION

Management will prepare a written notice of revocation, which shall be delivered by mail to the terminated Member. Upon revocation, all past Membership Fees, and monthly dues paid by the Member shall be forfeited to Shangri-La and the Member shall thereafter have no rights or privileges. Revocation shall not prejudice or affect in any manner the right of Shangri-La to collect any delinquent indebtedness.

ARTICLE VI HOUSE AND GROUNDS RULES AND REGULATIONS

6.1 HOURS OF OPERATION

The schedule of operation for the various facilities within Shangri-La shall be published in Shangri-La newsletter, website, or posted at Shangri-La, but is subject to change including the accommodation of special events. Golf facilities may be closed as Management deems appropriate. The golf courses and practice facilities will be closed on December 25th and January 1st. The golf courses and practice facility may also be closed anytime the temperature is below 35 degrees or that ice or snow are present. The schedule of operation is also subject to change due to weather conditions, special events, maintenance procedures or other matters.

6.2 SPECIAL FUNCTIONS

Management shall endeavor to publish all special Member functions in the Shangri-La newsletter, website, by email or to post such functions at Shangri-La, including dinner dances, banquets and special social functions.

6.3 MEMBERSHIP IDENTIFICATION

- (a) Each primary Member will be issued a membership number and unique Digital ID card which will serve as proof of membership and grant access to member privileges.
- (b) Each primary Member shall be entitled to request Digital ID's for their spouse or significant other and dependents under the age of twenty-six (26) years of age residing in the same household.
- (c) Presentation of the issued membership Digital ID will be required for membership privilege activities and charging to a Member account at Shangri-La. Members are not permitted to lend or give their number to others for any reason. Violation of this rule may result in expulsion. Management may ask Members at any time for verification of identity.

6.4 CHARGING PRIVILEGES

- (a) All purchases of merchandise, food and beverages, and services may be paid for with cash, credit card or charged to the Member's billing account. A Member Digital ID must be presented in order to charge to a Member account. Management reserves the right to suspend or place limits upon a Member's charging privilege or require a deposit from a Member.

- (b) The primary Member shall have sole authority to determine whether each Alternate Member or dependent under twenty-six (26) is granted charging privileges and those privileges will be visible on the issued Digital ID. Dependents without charging privileges may still access other member privileges, such as entry to facilities, unless otherwise restricted.
- (c) Each primary Member may designate up to three (3) non-dependent adult children to be afforded charging privileges only at all Shangri-La venues. THESE DESIGNEES WILL HAVE CHARGING PRIVILEGES ONLY AND WILL NOT BE ENTITLED TO MEMBERSHIP PRIVILEGES, INCLUDING BUT NOT LIMITED TO ACCESS TO FACILITIES, EVENTS, OR DISCOUNTS.
- (d) Charging privileges may be revoked at any time by the primary Member or by Shangri-La management.
- (e) Any Member requested changes to Alternate Member, dependent or designee charging privileges will require a three business days' notice to implement such changes.

6.5 GUESTS

(a) Members may bring guests to Shangri-La at designated times and subject to such rules and policies as established by Management, including the payment of applicable guest fees. Members are responsible for the conduct of, all obligations and debts incurred by, and any damage caused by, their guests. Guests playing golf or using the fitness center or pools must be in the company of their host Member at all times unless otherwise approved by Shangri-La Management, in its sole discretion. Management, in its sole discretion, may deny guest privileges to any individual.

6.6 MINORS

- (a) Any unmarried dependent child under the age of twenty six (26) years who receives principle support from you and is a full-time student is considered a minor for the purpose of these Rules and Regulations.
- (b) Member parents or guardians of minors are directly responsible for the actions of their minor children and guests' children. In the event of violations of these Rules and Regulations or other policies by minors, restrictions may be imposed on family use of Shangri-La.
- (c) Alcoholic beverages may not be sold to any person under the age of twenty-one (21).
- (d) Minors under the age of twelve (12) years entering Shangri-La must be always accompanied and supervised by an adult member, except when properly qualified and enrolled in any junior golf or camp program. No Minors under the age of eighteen (18) are allowed to use the Fitness Center without adult supervision.
- (e) Use of Shangri-La facilities by minors may be limited or restricted.

6.7 PROPER CONDUCT

Members are to conduct themselves in a manner which will not interfere with other Members' or their guests' enjoyment of Shangri-La. Obnoxious or abusive language and rude or boisterous behavior is prohibited.

6.8 REPORTING INJURIES

Any injury to persons or damage to property should be reported immediately to the Manager or other responsible staff member.

6.9 DRESS CODE

(a) Golf. Shirts must be worn at all times on the golf course and within the facilities of Shangri-La (excluding swimming pool). Men's shirts must have collars or be Golf "mock" shirts. Shorts must be of bermuda-length or a style specifically designed for golf. Golf shoes which are in compliance with Shangri-La's posted spikeless policy must be worn on the course. All of the following types of clothing are prohibited on the golf course: denim pants (so-called "jeans") of all types and designs; short shorts, cutoffs, running shorts; tennis length skirts; t shirts, tank tops and collar-less sweatshirts. An exception for well-kept denim and appropriate sweatshirts will be made from November 1 to March 1.

(b) Restaurant & Bar. Casual attire in good taste is the appropriate attire in the Summit restaurant & bar but at a minimum. Patrons must meet the dress code set forth in Section 6.9(a) above. Dress restrictions in the restaurant & bar may be imposed or waived for specifically designated special events.

(c) General. In general, attire and grooming shall not be offensive to other Members or their guests. Members are responsible for seeing that their guests conform to this dress code. Management reserves the right to refuse bar & grill privileges to anyone it determines to be in violation of the dress code.

6.10 LOCKER ROOMS

(a) Lockers may be rented by Members, pursuant to a locker rental agreement to be executed between the Member and Shangri-La. Lockers, if available, are obtained by arrangement with Shangri-La and are billed on the Member's statement.

(b) Members and their guests must change clothes in the locker rooms only. Changing of clothes in the parking lot is prohibited.

(c) Members specifically agree that the Owner of Shangri-La, Management, and their agents and employees are hereby held harmless against, and are not responsible for, any losses, damages or claims which may arise from the Member's use of said lockers.

6.11 COMPLAINTS

Employees are to be treated in a courteous and considerate manner. No employee shall be reprimanded in any way by a Member. Any complaints regarding service rendered by Shangri-La personnel must be made to Management or Owner. Depending upon the severity of the complaint, Management may require the Member to make the complaint in writing along with the complaining Member's signature. Members are requested to report misbehavior, theft, or violations of rules or laws committed by employees, other Members or guests to the Manager, and all violations will be subject to appropriate disciplinary action.

6.12 PARKING

All Members must drive and park motor vehicles in accordance with applicable laws and posted regulations. Members drive and park their motor vehicles at Shangri-La at their own risk. The Owner of Shangri-La, Management and their employees and agents are hereby held harmless against and are not responsible for, any loss or damage to Member motor vehicles or any contents thereof while being driven or parked at Shangri-La. Parking is permitted only in designated areas. Overnight parking is prohibited unless approved in advance by Management.

6.13 ANIMALS

Except for service animals, pets or other animals are not permitted inside any dining establishment anywhere at Shangri-La at any time. Animals must be well behaved and not disturbing other Members or guests. Animals on the remainder of the property must be on a leash or otherwise properly contained. Pet waste must be picked up and properly disposed of at all times. Members will be fined and may be suspended for violating this policy.

6.14 POOL

All posted resort pool rules and regulations must be followed at all times. Members shall pay applicable guest fees for guest entry into the resort pool.

ARTICLE VII GOLF

7.1 GENERAL

(a) Golf rules, regulations, procedures, and policies may be established from time to time by Management and will be available in the pro shop and/or on the website. Such rules, regulations, procedures, and policies shall supplement these Rules and Regulations.

(b) Every player must adhere to Shangri-La's posted policy with respect to shoe wear, as Shangri-La is a preferred spikeless facility. Every player must also have a set of golf clubs and a golf bag. Members and their dependents must have their photo taken so that Shangri-La staff can assist the membership.

(c) Members are required to familiarize themselves, their family and their guests with the rules and etiquette of golf as outlined in the United States Golf Association (USGA) handbook. Failure to abide by USGA rules is considered a violation of these Rules and Regulations.

7.2 STARTING

(a) Subject to Subparagraph (b) below, golf play is to begin on the first tee of the first nine holes and then proceed to the second nine holes to complete eighteen holes.

(b) Management may direct players to begin play on the second nine holes and thereafter play the first nine holes. Players may also be directed to start on a hole other than the first or tenth hole in order to accommodate a "shotgun start" or similar type of start. Players may also call the Pro Shop and obtain authorization to start on another hole subject to (c) below. No Member or guest may start on any hole without checking in with Pro Shop either in person or telephonically.

(c) All players that begin on a hole other than the first hole must check in with the pro shop before continuing on to the first tee of the first nine holes, so that the starter may control traffic on the course.

7.3 TEE RESERVATIONS

Currently Shangri-La allows Executive members tee-times thirty (30) days in advance and Resort member tee-times ten (10) day in advance. Tee-times are given on a first- come first-served basis either by telephone, on the web, or in person. However, Management reserves the right to modify this reservation policy at any time.

7.4 PRACTICE

When practicing, members are to use the driving range and practice range only. Under no circumstance are the regular tees, greens or fairways to be used as practice areas. When playing the course, each player may have only one ball in play at all times, except when, pursuant to USGA Rules, a provisional ball is to be played.

7.5 PLAYING GROUPS

(a) No more than four (4) players per group are permitted unless prior approval has been obtained from the golf professional staff.

(b) In the case of groups with less than four players, the pro shop staff, at its discretion, may fill the group with other waiting players.

7.6 SLOW PLAY

If a playing group of golfers falls one clear hole behind the group in front, the slow group must invite the group behind it to play through. If play is delayed on account of a lost ball, the group playing behind should be invited to play through. Should either of these conditions occur and the group playing behind the slow group or behind the group with the lost ball is not invited to play through, it is the right and privilege of such group playing behind to ask permission to play through. The slow group of players or the group with the lost ball is then required to take positions on the course out of play and shall remain stationary until the invited group has played through. The invited group must play through once the invitation has been received, in order that following groups will not be delayed. A group also must step aside and let the group behind play through anytime the course marshal or golf staff so instructs. Eighteen holes should be played in four hours and twelve minutes or less.

7.7 ENFORCEMENT

Play on the course is governed by USGA Rules, except for any local rules which take precedence when printed on the scorecard or posted. The golf professional, golf staff, or the course marshal are empowered to enforce all golf course rules. Violation of any golf rule may result in a fine and/or a disciplinary letter being written to the

player by Shangri-La Management. Three such letters in the Member's file is grounds for immediate suspension of golfing privileges.

7.8 GOLF CARTS

- (a) Carts may be operated by anyone sixteen (16) years of age and older, providing that person has a valid driver's license.
- (b) Privately owned carts may only be used on Shangri-La Property if a valid permit has been issued and the Member has signed the Private Cart Trail Fee agreement.
- (c) Members are liable for any personal injury or property damage that results from the use of a cart owned or checked out in their name. Members are further liable for any damage to or loss of carts and must pay all repair costs necessitated by their use of a cart.

7.9 CART OPERATION

- (a) Carts are to carry no more than two (2) riders and two (2) golf bags at any time.
- (b) Drivers must read the operating instructions on the cart prior to usage and obey such instructions. No one is to operate a cart with a flat tire, or any other mechanical failure that is apparent or observed.
- (c) Carts are to be returned to the staging area. The Member who rents a cart will be fined if a cart is left in the parking lot or any other non designated area.

7.10 CART ROUTES

Carts are always to be driven on the cart paths. Drivers must observe and obey all signs, stakes, roped off areas and other markers used to guide carts. When necessary, carts may be driven to the golf ball only on a ninety-degree angle from the cart path. Carts are not to be driven over sprinkler heads. Cart drivers are to avoid areas that are newly planted, wet, or under repair, and should not approach any closer than ten (10) yards to any green, bunker, or their respective shoulders and five (5) yards from any Tee. Carts may, at the discretion of the professional staff, be restricted to the cart paths at any time.

7.11 MINOR PLAY

- (a) Minors must be certified as "A" players by the golf professional staff in order to play without being accompanied by a Member parent or guardian.
- (b) No child under twelve (12) years of age is permitted to play the golf course unless accompanied by an adult, Member parent or guardian unless approved by the golf professional staff.
- (c) Golf play by Minors may be restricted to designated hours. Adults have priority over Minors at all times with regard to course availability, except for Management sponsored Junior golf programs.

7.12 GUEST PLAY

Limitations exist as it relates for non-family guests use of Shangri-La under a guest of a Member discount to (a) No more than four (4) guests per Member are permitted at any time unless approved in advance by Management. (b) An individual guest is limited to ten (10) times per year and two (2) times per month regardless of what Member sponsors the guest. For Members in good standing no limit exists on family members accompanied by Member. No guest of a Member or Family guest will be eligible for Member discounts unless accompanied by a Member.

- (b) All other rules governing guests' attendance and participation in activities apply to golf guest play.

7.13 SUPERVISION OF PLAY

The golf professional, acting under the supervision of the President, has responsibility for supervision and control of all matters relating to play on the golf course. The golf professional may refuse privileges to

anyone who, in his or her judgment, violates the rules of play, etiquette, appropriate behavior, or dress code. Responsibility for such supervision may be delegated to golf staff, starters, or marshals.

7.14 REGISTRATION FOR PLAY

All members must register their guests at least fifteen (15) minutes prior to play with the pro shop staff prior to using the golf course.

7.15 GOLF INSTRUCTION

Instruction in golf is offered under the supervision of Shangri-La's golf professional. No charges will be assessed if a scheduled lesson is cancelled twenty four (24) hours or more in advance. If a Member cancels a lesson less than twenty-four (24) hours before the scheduled time of the lesson, or fails to appear for a scheduled lesson, the Member will be charged the lesson rate then in effect. A seventy-two hour (72) cancellation policy will apply to golf clinics and schools.

7.16 PARTICIPATION IN MGA OR WGA

Only Members in good standing are eligible to play in any MGA or WGA events unless such event is specifically designed for outside guests. Shangri-La reserves the right to prohibit participation in an MGA or WGA event of any outside guest at its discretion including but not limited to former members whose privileges have been suspended or revoked.

ARTICLE X FOOD AND BEVERAGE

8.1 SERVICE HOURS

The service hours of the food and beverage operations will be published in Shangri-La's newsletter, website, by email or posted at Shangri-La.

8.2 MEMBER RESTRICTIONS

- (a) Members are not permitted in the kitchens or other "back of the house" areas
- (b) Members may not bring food or beverages onto Shangri-La that are not purchased at Shangri-La unless the Member has obtained the prior permission of the President.

8.3 LIQUOR

Liquor law violations are not permitted at Shangri-La. It is illegal for any person to bring alcoholic beverages into Shangri-La for the purpose of consumption or storage. It is also illegal to remove alcoholic beverages from Shangri-La. Management and staff may refuse to serve alcoholic beverages to any Member or guest who appears to be intoxicated. Any person under the age of twenty-one (21) may not purchase or consume alcoholic beverages anywhere at Shangri-La. Violation of the rules and policies may lead to fines, suspension, or expulsion.

8.4 SUPERVISION OF FOOD AND BEVERAGE AREAS

The food and beverage manager, acting under the supervision of Management, has the responsibility for supervision and control of all matters relating to the food and beverage department. The food and beverage manager may refuse privileges to anyone who, in his or her judgment, violates the applicable Rules and Regulations, etiquette or dress code. Responsibility for such supervision may be delegated.

ARTICLE XI MISCELLANEOUS

9.1 BINDING EFFECT; INDEMNIFICATION

In consideration of the rights and privileges of membership, each Member agrees, on his or her own behalf

and on behalf of his or her family and guests, to be bound by these Rules and Regulations. Furthermore, each Member agrees to hold the Owner of Shangri-La, Management, President and their employees and agents harmless, to indemnify to the maximum extent permitted by law said parties, and to provide a defense by counsel (including advancement of legal fees & costs) of Management's choosing from any claim, liability, damage, or loss which results from or is connected with any violation of these Rules and Regulations by the Member or his or her family or guests, any use of Shangri-La by the Member or his or her family or guests, or any dispute arising in any manner from membership.

9.2 RELEASE AND DISCLAIMER

While using Shangri-La or participating in Shangri-La events, whether at or off Shangri-La property, Members and their family and guests are charged with the responsibility of using proper judgment and caution at all times. The Owner of Shangri-La, Management, the President and their employees and agents do not assume any liability for injuries caused to or incurred by any Member or his or her family or guests or for damage to or loss of property resulting from the use of Shangri-La. Consequently, any Member, guest or other person who uses or accepts the use of Shangri-La or service, or engages in any athletic contest, exercise or other activity, either at or off Shangri-La, does so at his or her own risk and shall defend, indemnify to the maximum extent permitted by law, and hold harmless the Owner of Shangri-La, Management, the President and their employees and agents harmless from any injury, damage, claim, loss, or liability resulting from such use or engagement. Each Member agrees to release the Owner of Shangri-La, Management, the President and their employees and agents and waives any cause of action which a Member, or anyone claiming by, or through said Member might now or hereafter have against said parties due to any injuries caused to or incurred by any Member or his or her family or guests or for damage to or loss of property resulting from their use of Shangri-La.

9.3 PERSONAL PROPERTY

Each Member and his or her family and guests are responsible for their own personal property. Management is not responsible for lost property or articles stolen from anywhere at Shangri-La and specifically disclaims any such responsibility. Property left by any person at Shangri-La and not claimed within thirty (30) days may be disposed of without notice. No bailment is intended, nor created by the preceding sentence.

9.4 LIABILITY FOR DAMAGE OR INJURY

(a) Each Member is responsible for any damage to Shangri-La or property caused by the Member, his or her family members, or guests, and such Member shall promptly reimburse Shangri-La for all costs and expenses incurred to repair or replace such damaged facility or property. Member agrees that Shangri-La's decisions on these matters are final.

(b) Persons playing on the golf course are expected to respect the rights of persons owning property adjacent to the golf course. Personal injury or property damage caused by a golf ball entering onto adjacent land is the sole responsibility of the golfer striking the ball. Neither the Owner of Shangri-La or Management shall be responsible for such injury or damage. In the event of such injury or damage, the Member shall attempt to contact the landowner or resident at the time of the incident and also report the incident to the golf shop upon completion of play or sooner as the situation may warrant. It is the responsibility of the Member to complete a damage form in the Pro Shop.

(c) Persons playing golf and/or using carts on the golf course are responsible for any injury which may result from their conduct. Neither the Owner of Shangri-La or Management shall be responsible for injuries which may result from errant balls or cart accidents or other conduct of persons using the golf course. In the event a Member causes such injury, the Member shall immediately contact the injured party and take responsibility for the incident and shall also report the matter to the golf shop upon completion of play or sooner as the situation may warrant. It is the responsibility of the Member to complete an injury report promptly in the Pro Shop. Failure to do so will constitute a violation of these Rules and Regulations and may be grounds for disciplinary action.

(d) Caution must be always exercised while wearing golf shoes.

9.5 RECOVERY OF DAMAGES OR DUES

If it is required to turn a Member's account over to a collection agency or institute legal action to collect any dues or charges owed by a Member, or to enforce any provision of these Rules and Regulations against a

Member, the Member agrees he or she shall be responsible for all costs of collection, including without limitation attorneys' fees incurred and court costs.

9.6 NO AGENCY

No Member or any other person participating in the activities of any association or committee shall have the authority, express or implied, to act on behalf of or as an agent for the Owner of Shangri-La, Management or President.

9.7 ASSOCIATIONS

Subject to the approval of the Owner, Members, at their own election, may organize golf or social associations or committees. Owner and Management do not assume any responsibility, nor accept or incur any liability, for the activity of any such association or committee. No rules or policies of such associations or committees may be contrary to or conflict with these Rules and Regulations or the policies in place.

9.8 ENTIRE AGREEMENT; AMENDMENT

Each membership (regardless of when they joined) incorporates these Rules and Regulations. The membership application form signed by each Member and these Rules and Regulations, as presently enacted or hereafter amended, constitute the entire agreement between each Member and Management. These Rules and Regulations may be modified, amended, changed, altered or repealed at any time at Owner's or Management's sole discretion, and may be supplemented by the publication of appropriate information in Shangri-La's newsletter, website, email or by posting at Shangri-La.

9.9 NOTICE

(a) Any notice to be given by Management to a Member may be mailed or otherwise delivered to that Member at the address which the Member lists on the application for membership, unless that address has subsequently been changed by written notice delivered to Management as provided for in this Section. Notice to a Member is effective at the time of personal delivery or, if mailed, on the first regular mail delivery day at least three (3) days after the notice is mailed, postage prepaid, whether accepted or not.

(b) Any notice to be given by a Member to Shangri-La may be mailed or otherwise delivered at that address listed in Section 1.1, or such other address as subsequently designate by notice delivered to the membership as provided for in this Section. Any notice to is effective upon its receipt. It is the responsibility of the Member to notify Shangri-La promptly of any change of address.

9.10 WAIVER

No obligation of a Member shall be deemed to have been waived unless such waiver has been given in writing by Owner. Management's or the Owner's failure to strictly enforce these Rules and Regulations or to fail to act in the event of a breach by a Member of its obligations under these Rules and Regulations shall not be construed as a waiver of a subsequent breach of the same or different obligation.

9.11 CUMULATIVE REMEDIES.

All remedies shall be cumulative and no one of them will be exclusive of the other. Management shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law or an equity, whether or not stated in these Rules and Regulations.

9.12 CONVEYANCE OF OWNER'S OR MANAGEMENT'S INTEREST.

Owner and President shall have the absolute right to assign, transfer, sell or convey their respective interests in Shangri-La and these Rules and Regulations. Upon the conveyance, whether by assignment, sale or other form of transfer of Owner's or Management's interest in Shangri-La and the operations thereof, the party conveying its interest shall be relieved of all of its covenants and obligations contained in these Rules and Regulations and any liability arising out of any act, or occurrence or omission occurring after the date of such conveyance.

Shangri-La Receipt of Rules And Regulations

No person is authorized at any time to make any representations or to provide any information with regard to Shangri-La, its organization and operation or the memberships which is not contained in these Rules and Regulations or the Application for Membership. If you receive any representation or information other than what is written in these documents, it must not be relied upon as having been authorized by Shangri-La. Please notify Shangri-La Management or Owner should you receive any such representations.

The undersigned acknowledges having received, read, and understood the September 15th, 2025, Rules and Regulations of Shangri-La. The undersigned hereby agrees to be bound by the terms of these Rules and Regulations as they may be amended by Management from time to time.

Date: _____

SHANGRI-LA REPRESENTATIVE

Signature: _____

Print Name: _____

PRIMARY MEMBER

Signature: _____

Print Name: _____

ALTERNATE MEMBER

Signature: _____

Print Name: _____