

**BALLENISLES COUNTRY CLUB, INC.**  
**SECOND MEMBERSHIP PURCHASE PLAN**

**Exhibit A**

The Club is advised that BallenIsles Community Association, Inc. (hereinafter "BICA") interprets Article II, Section 2.04 of the BICA Declaration to require a BallenIsles property owner/member to purchase a second Club membership if the member acquires title to a second BallenIsles property without contemporaneously selling or transferring his or her other BallenIsles property. As an accommodation to a current BallenIsles property owner/Club member who is purchasing a second BallenIsles property but has not sold his or her former BallenIsles residence ("Second Membership Purchaser"), the Club has adopted the following Second Membership Purchase Plan ("Plan").

A Second Membership Purchaser, who is in good standing with the Club, is eligible to purchase the second Club membership in any category under this Plan subject to the following terms and conditions:

1. The full amount of the Membership Contribution and Initiation Fee that will be paid by the Second Membership Purchaser shall be the same amount as is then in effect for a usual and customary membership purchase in the same membership category.
2. The Second Membership Purchaser shall execute a standard Membership Purchase Agreement and an Addendum incorporating the terms and conditions of this Plan contemporaneously with or prior to acquiring title to the second BallenIsles property.
3. The Second Membership Purchaser will pay to the Club a deposit in a sum to be determined by the Club from time to time, which deposit will be applied toward the Membership Contribution fee. The Second Membership Purchaser must execute a promissory note for the portion of the Membership Contribution and Initiation Fee that is deferred.

4. Upon receipt of the deposit, the Club will issue the membership to the Second Membership Purchaser but the Membership Certificate will be held by the Club as security until the balance of the Membership Contribution and Initiation Fee has been paid in full to the Club.

5. Once the Membership Purchase Agreement and Addendum have been executed by the Second Membership Purchaser and the required deposit is paid, the Club will authorize to BICA a Certificate of Compliance enabling the Second Membership Purchasers Deed to be recorded.

6. If the Second Membership Purchaser does not sell or otherwise transfer ownership of his or her former BallenIsles residence within eighteen (18) months, time being of the essence, or allows the BallenIsles Property to be occupied by anyone prior to its resale, the Second Membership Purchaser shall immediately pay the full amount due the Club for the Membership Contribution and Initiation Fee due on the second membership, less the deposit that has been paid.

7. If the Second Membership Purchaser sells or otherwise transfers ownership of his or her former BallenIsles residence within eighteen (18) months from the date the second BallenIsles property is acquired, the Second Membership will be resold by the Club to the purchaser or transferee under the usual and customary terms and conditions for a membership purchase. In such case, the purchase of the second membership will be deemed cancelled and the deposit that was paid will be fully refunded by the Club to the Second Membership Purchaser without interest.

8. In consideration of the Second Membership Purchaser obtaining the benefits of this Plan, and notwithstanding that the Second Membership Purchaser shall be deemed a member of the Club, Second Membership Purchaser agrees to waive and relinquish all voting rights

associated with the second membership until the full Membership Contribution and Initiation Fees have been paid in full.

9. In consideration of the Second Membership Purchasers waiver of voting rights in accordance with this Plan, all Club dues, assessments and other usual and customary charges accruing against the Second Membership will be waived for a period of eighteen (18) months from the date of acquisition of the second membership or until the Second Membership Purchasers membership is resold or transferred, whichever occurs first.

10. This Plan shall remain in effect unless or until it is modified or rescinded by the Club provided, however, that such modification or revision shall not apply to any second membership purchases already made pursuant to the Plan.

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Owner

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