

BALLENISLES COUNTRY CLUB, INC.

INVESTOR'S MEMBERSHIP PURCHASE PLAN

To encourage Club members and outside investors to purchase BallenIsles properties that need to be repaired, refurbished or renovated prior to resale or transfer, which properties are owned by resident non-equity members, the Board of Directors has established this Investment Membership Purchase Plan ("Plan").

THE PLAN

Any person or entity is eligible to participate in this Plan if such person or entity submits a written application to the Club and certifies that the Applicant is acquiring a BallenIsles property or properties for the purpose of repairing, refurbishing and/or renovating the property or properties for resale or transfer within a period of eighteen (18) months and the owner of the BallenIsles property being acquired is not an Equity Member of the Club. The Applicant must provide the Club with a description of the repairs, refurbishments and/or renovations that will be made and provide a schedule for the completion of such repairs, refurbishments and/or renovations within eighteen (18) months. The Applicant must further acknowledge that approval from the BallenIsles Community Association, Inc. ("BICA") Modification Committee may be required before the proposed repairs, refurbishments or renovation work may be done and that the applicant will apply to the Modification Committee for approval if it is required by the BICA Declaration. Applicant must agree to be bound by the terms of this Plan even if the BICA Modification Committee does not approve all or some of the repairs, refurbishments and/or renovations that are requested by Applicant.

The Board of Directors, in its sole discretion, shall have the power to approve or disapprove each application and such decision shall be final, conclusive and binding upon the Applicant and shall not be subject to legal challenge. A waiver by the Applicant of any right to

sue the Club if an application is disapproved shall be an express condition of each application. If an application is approved, the following conditions shall apply:

1. The Applicant must complete a standard Membership Application form for the purchase of a Club membership in any membership category being offered for sale by the Club and must provide the Club with a description of the repairs, refurbishments and/or renovations that will be made and provide a schedule for the completion of such repairs, refurbishments and/or renovations within eighteen (18) months.

2. The Applicant must execute a Membership Purchase Agreement and Addendum incorporating the terms and conditions of this Plan contemporaneously with the acquisition of the additional BallenIsles property or properties.

3. The Membership Contribution and Initiation Fee to be paid by Applicant shall be the same as the usual and customary Membership Contribution and Initiation Fee for memberships in the same category.

4. Applicant shall pay a deposit on the Membership in an amount to be determined by the Board of Directors from time to time. This deposit will be applied toward the membership Initiation Fee. Applicant will execute a promissory note in favor of the Club for the unpaid balance on the Membership Contribution and Initiation Fee.

5. Payment of the remaining Membership Contribution and Initiation Fee will be deferred for a period of up to eighteen (18) months from the date of the membership purchase or until the acquired BallenIsles property or properties are resold or transferred by the Applicant to another person or entity, whichever occurs first.

6. The Club will issue a Membership to the Applicant in the category selected, but the Membership Certificate shall be held by the Club until the property is resold or transferred within the eighteen (18) month period.

7. Upon receipt of the deposit, the Club will authorize a Certificate of Compliance to facilitate the recording of the Deed to the acquired property.

8. In consideration for the receipt of the benefits afforded under this Plan, the Applicant waives and relinquishes all membership use privileges and voting rights until the required Membership Contribution and Initiation Fee have been paid in full to the Club.

9. In consideration of the Applicant's waiver of the use privileges and voting rights associated with the membership, all dues, assessments and other usual and customary Club charges assessed against the membership will be waived for a period of up to eighteen (18) months or until the additional BallenIsles property or properties are resold or transferred by the Applicant, whichever comes first.

10. If Applicant fails to sell or transfer the property within eighteen (18) months, or allows the BallenIsles property to be occupied by anyone prior to its resale or transfer, the remaining Membership Contribution and Initiation Fee shall become immediately due and payable to the Club and thereafter the Applicant shall be required to pay all dues, assessments and other charges that thereafter accrue against the membership.

11. If Applicant resells or transfers the property within (18) months from the date of membership acquisition, and the new purchaser or transferee pays the full required Membership Contribution and Initiation Fee to the Club, the Applicant shall receive a full refund of the deposit without interest.

12. This Plan shall remain in effect unless and until it is modified or rescinded.