



Dear Prospective Member,

It is our pleasure to welcome you to Tempest Golf Club, and to experience the re-birth of a spectacular golf course in the grand tradition of East Texas golf! This scenic and challenging golf course was brought back to life by Arlington, Texas-based golf course architect Jeffrey D. Brauer. Tempest Golf Club takes advantage of dramatic Piney Woods topography, with its dramatic rise and fall of almost 200 feet, incredible core golf vistas across as many as five holes in the routing's lower confines, and a pair of holes that play across a four-acre freshwater lake. "Tempest Golf Club Owner, Mr. Joe Bruno has spared no expense giving us the necessary resources, but the beauty and variety of the natural canvas itself allowed us to bring forward a challenging and scenic golf course with a playable routing," Brauer added. "Mr. Bruno's architectural projects have won awards – he understands good design, and he is known for demanding the very best, which set the tone for the project."

It will be easy for golfers playing Tempest Golf Club to believe they are in the rolling hills of North Carolina rather than a short drive from one of America's major metropolitan areas. Brauer has created a fun, challenging and interesting golf course, with a variety of golf holes that could be typical of golf holes from across the country.

Tempest Golf Club has created a place for all to call home and as a member enjoy an award-winning golf course with benefits:

Member Charging Privileges	Tee Times 14 days in advance
Member Club Tournaments	Men's and Women's Golf Association
Yearly Range Programs Available	Yearly Cart Programs Available
Yearly Member Lockers Available	Handicap Program Available
Members Only Walking Privileges	Junior Golf Camps
10% Merchandise Discount	Member Social Events
Member Appreciation Social Gatherings	Monthly Member Specialty Dinners
Complimentary use of The Hunt Room	Special Member Guest Rates
Men's & Ladies Golf Clinics	Monthly Club Sponsored Clinics
Pool Access	Walking Privileges
Wine Tastings	Member Recognition During Each Visit

Tempest Golf Club is now offering a tremendous opportunity for Members to enjoy a newly designed golf course and renovated club house that will offer every member the warmth and comforts of home.

At Tempest Golf Club our focus is on the amenities on and off the course. During each visit you will be welcomed by our professional staff whom will start your day off with a smile. Our goal is to acknowledge each member a minimum of 4 times during each visit to show our appreciation and our attention to detail.

The golf course will give you every aspect of great golf with beautiful views. Our newly renovated club house will offer a lunch and dining experience overlooking the golf course from the Neptune's Grille + Bar or from our 2000 sq. ft. veranda. The time spent at the club will allow you to just enjoy the atmosphere. In addition, we have The Hunt Room for members to meet casually, play bridge or just have dinner or if you have a large special event you can enjoy our beautiful Tudor Hall that can host up to 200 guests. The offerings at Tempest Golf Club are end-less.

Enclosed please review our membership offerings that offers a variety of opportunities. We look forward to meeting with you in person.

Warmest Regards,

Randy Wade
General Manager/ Head Professional

Contact Membership Director for additional information at (903) 984-5335 ext. 205 or (512) 595-9207.



TEMPEST
GOLF CLUB

Membership Options

<u>Full Individual Golf Membership</u>	Dues \$195
Full membership privileges for one individual.	
<u>Full Family Golf Membership</u>	Dues \$245
Full membership privileges for husband, wife and unmarried children under age 23.	
<u>Full Individual Senior Golf Membership</u>	Dues \$175
Full membership privileges for one individual over age 60.	
<u>Full Family Senior Golf Membership</u>	Dues \$225
Full membership privileges for husband and wife, over age 60.	
<u>Full Individual Junior Golf Membership</u>	Dues \$165
Full membership privileges for one individual under age 36	
<u>Full Family Junior Golf Membership</u>	Dues \$195
Full membership privileges for husband, wife and children under age 23. Either husband or wife must be under age 36.	
<u>Full Junior Provisional Golf Membership</u>	Dues: \$95
Full individual golf membership for one individual 21-years of age or younger. Walking restrictions will apply.	
<u>Full Non-Resident Golf Membership</u>	Dues: \$175
Full family golf membership privileges for husband, wife and children under age 23. Nonresident Members must have their primary residence outside a 50-mile radius of the Club. This membership is nontransferable and nonrefundable.	
<u>Social Membership</u>	Dues: \$90
Full Family Golf privileges <u>excluding</u> unlimited golf and golf related events.	
<u>Full Corporate Golf Membership</u>	Primary Designee Dues: \$195
	Additional Designated Players: Dues: \$175

A Corporate Membership shall entitle the Authorized Entity to specifically name a Primary Designee and up to four (4) currently employed employees of the corporation as additional individual Designated Players. Each membership for the designee and designated players will be considered a Full Family Golf Membership with privileges for wife and unmarried children under the age of 23. Each membership for the Designees will be charged the reduced rate as listed.

Legacy Membership

Any current Senior Member of Tempest Golf Club can have their children join the Club at a reduced fee under the current member's membership. Monthly dues will be added to the current members accounts. Dues and privileges are based on the applicable membership level at a 20% discount.

All Dues and Fees for all Memberships are subject to revisions, as determined from time to time, by the Club, in its sole discretion.

Full Membership Privileges

Member Charging Privileges	Tee Times 14 days in advance
Member Club Tournaments	Men's and Women's Golf Association
Yearly Range Programs Available	Yearly Cart Programs Available
Yearly Member Lockers Available	Handicap Program Available
Members Only Walking Privileges	Junior Golf Camps
10% Merchandise Discount	Member Social Events
Member Appreciation Social Gatherings	Monthly Member Specialty Dinners
Complimentary use of The Hunt Room	Special Member Guest Rates
Men's & Ladies Golf Clinics	Monthly Club Sponsored Clinics
Pool Access	Walking Privileges

Special Member Rate to reserve Tudor Hall Banquet Room

The Membership Options, Membership Privileges and Yearly Programs are as currently offered by the Club. Memberships issued are subject to the terms and conditions in the Membership Agreement and Club Bylaws, as may be amended from time to time by Club.

Optional Yearly Programs

Yearly Range Program: (Members Only)	Individual	\$275
	Family	\$325
Yearly Cart Plan: (Members Only)	Individual	\$1400 (plus tax)
	Family	\$2300 (plus tax)
	Property Homeowner	
	Trail Fee Rates	Individual \$1100 (plus tax)
		Family \$1800 (plus tax)
Cart Fees:	18-holes	\$18
	9-holes	\$11
US Gin Handicap System:	Member	\$25
	Guest	\$45
Locker Rental:	Yearly	\$140
Member-Guest Fees:	\$10 off the Club Established Rack Rate.	
Member walking privileges:	Walking will be permitted Monday-Friday anytime. Saturday-Sunday & Holidays, walking will be permitted after 2:00.	



TEMPEST
GOLF CLUB

Tempest Membership Application

I hereby apply to join Tempest Golf Club ("Club") and provide the following information for Club's use in approving my application for the following membership in the Club:

Classification of Memberships:

Full Individual Golf _____
Full Family Golf _____
Full Individual Senior Golf _____
Full Family Senior Golf _____
Full Individual Junior Golf _____
Full Family Junior Golf _____
Full Junior Provisional Golf _____
Full Non-Resident Golf _____
Full Corporate Golf _____
Full Corporate Designee _____
Social _____
Legacy _____

MEMBERSHIP INFORMATION

Name: _____ Social Security #: _____

Address: _____

City: _____ State: _____ Zip: _____

Date of Birth: _____ Anniversary Date: _____

Driver's License #: _____ State: _____

Company Name: _____ Type of Business: _____

City: _____ State: _____ Zip: _____

Cell Phone: _____ Home Phone: _____

Business Phone: _____ Fax: _____ Handicap: _____

E-mail: _____

Information will be sent to all Members in the Club throughout the year.



Membership Agreement

I. PURCHASE OF MEMBERSHIP

I hereby apply for the following category of Membership in Tempest Golf Club (the "Club"):
(Please indicate your desired membership category)

MEMBERSHIP CATEGORY	INITIATION FEE
_____ Full Individual Golf Membership	\$500
_____ Full Family Golf Membership	\$750
_____ Full Individual Senior Golf Membership	\$500
_____ Full Family Senior Golf Membership	\$750
_____ Full Individual Junior Golf Membership	\$500
_____ Full Family Junior Golf Membership	\$750
_____ Full Junior Provisional Golf Membership	\$0
_____ Full Non-Resident Golf membership	\$500
_____ Full Corporate Golf Membership	\$500
_____ Full Corporate Designee	\$0
_____ Sports Membership	\$100
_____ Social Membership	\$100

I hereby agree to pay to the Club the initiation fee set forth above (the "Initiation Fee") and the membership dues, fees and charges, including any applicable sales tax, or other taxes, for the category of membership selected. The current amount of dues for each membership category is described on a separate Schedule of Dues, Fees and Charges established by the Club and are due and payable pursuant to the terms and conditions in the Club's Bylaws (the "Bylaws"), which are subject to amendment by the Club.

Membership is contingent upon approval by the Club, which approval shall be at the Club's sole and absolute discretion. Membership in the Club is pursuant to this Agreement between the Club and the Applicant, if accepted for membership, as provided in the Membership Documents. In addition, I acknowledge that pursuant to the Restrictive Covenant Agreement and Master Covenant recorded against my property in the Tempest Golf Club Community, that I am required to maintain at a minimum a Social Membership in the Club, including the payment of all monthly dues (uniformly applied to all Social Members) or other required usage fees, periodically established by the Club, for the entire period I am an owner of my property in the Tempest Golf Club Community.

II. PAYMENT OF DUES, FEES AND CHARGES

I hereby request that all dues, fees and charges be billed directly to my club account. I agree to keep a valid credit card on file with the Club at all times during my membership, and I elect and consent to the Club's automatic charging of such credit card, on or after the due date, with any sums owed on my club account. In the event that any amounts owed to the Club are not paid on a timely basis, I understand that I may be charged a late fee in accordance with the Bylaws. I acknowledge that the Club may take whatever action it deems necessary to

effect collection, including without limitation, suspension or termination of my privileges or membership and/or legal action, and that I shall be liable for all costs and for any expenses of such legal action and reasonable attorneys' fees, including any fees required in connection with appellate proceedings.

III. REFUND OF INITIATION FEE

I understand and agree that I will not be entitled to any refund of the Initiation Fee in the event of a termination of the membership pursuant to the terms, conditions and requirements in the Tempest Golf Club Membership Bylaws, Tempest Golf Club Rules and Regulations and this Membership Agreement (collectively, the "Membership Documents").

IV. MEMBERSHIP DOCUMENTS

I hereby acknowledge receipt of the Membership Documents and that I have read and understand them and agree to be bound by the terms and conditions thereof as the same may be amended from time to time by the Club and this Membership Agreement. I further acknowledge that I am not relying on any oral representations of any party in acquiring my Membership in the Club.

I have reviewed all documents and obtained all information that I believe necessary to my decision to execute this Membership Agreement. I further acknowledge that I have the right to consult with an attorney in connection with the execution of this Membership Purchase Agreement, and that I have consulted with an attorney to the extent I believe such advice is necessary. I specifically grant the Club a security interest in my Membership issued to me for any amounts owed by me to the Club.

V. RELEASE

I hereby acknowledge that the use of the Club Facilities and any privilege or service incident to membership is undertaken with knowledge of risk of possible injury. I hereby accept any and all risk of injury to myself and my guests, invitees and family members sustained while using the Club Facilities or while involved in any event or activity incident to membership in the Club. In accepting the risk of injury, I acknowledge and, on behalf of my guests, invitees and family members acknowledges, that each understands that they are relieving the Club and its successors and assigns and each of its board of directors, officers, partners, employees, representatives and agents and the other members of the Club and any Club committee and all such committees' members from any and all loss, cost, claims, injury, damages or liability sustained or incurred by myself and my guests, invitees and family members resulting from or arising out of any conduct or event connected with membership in the Club and use of any of the Club Facilities.

VI. MISCELLANEOUS

I hereby submit a check in the required amount of the Initiation Fee and a fully executed Membership Application and Membership Agreement. This Membership Agreement is irrevocable by me after delivery, unless I am not approved for membership.

This Membership Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas without giving effect to principles of conflicts of law.

This Membership Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which shall be deemed one and the same instrument. Facsimile or electronic signatures on this Membership Agreement shall be treated as and given full force and effect as original signatures.

I hereby acknowledge and agree that the Club may pledge or assign its interest under this Membership Agreement.

If the prospective member is married, the signatures of both spouses are required for Full Family Golf Membership, Full Family Senior Golf Membership, Full Non-Resident Golf Membership, Full Corporate Golf Membership, or designees of Full Corporate Membership.

If this is Full Junior Provisional Golf Membership, the Father or Mother must sign as the guarantor on the account.

If this is a Full Family Golf Membership, Full Family Senior Golf Membership, Full Family Junior Golf Membership, Full Non-Resident Golf Membership, Full Junior Provisional Golf Membership, Full Corporate Golf Membership or Designees of Full Corporate Golf Membership not being paid by corporation, in addition to the Members under the Membership, the following Member will be the guarantor of all obligations and monthly dues under the Membership,

Name: _____,

Address _____ State _____, Zip Code _____.

I HEREBY ACKNOWLEDGE THAT I received and agree to be bound by the Tempest Golf Club Membership By-Laws and the Tempest Golf Club Rules, as may be amended by the Club from time to time, AM ACQUIRING A MEMBERSHIP FOR THE SOLE PURPOSE OF OBTAINING RECREATIONAL USE OF THE CLUB FACILITIES, AND NOT AS AN INVESTMENT OR FOR ANY ECONOMIC PROFIT OF ANY NATURE FROM THE MEMBERSHIP IN THE CLUB.

Dated: _____, 20____

Applicant's Signature

Dated: _____, 20____

Spouse's Signature

This Membership Agreement shall not be binding on the Club until the acceptance below is signed by the Club.

ACCEPTED BY:

Club:

Tempest Golf Club, LLC
A Texas limited liability company

By: _____

Printed Name: _____

Title: _____

Dated: _____