



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: _____