



MEMBERSHIP AGREEMENT

By submission of the Membership Agreement, I/we acknowledge receipt of the Plymouth Notch LLC Membership Plan.

I/we acknowledge membership in the Club is not a security ownership in Plymouth Notch LLC, or have claim against properties and/or assets held by Plymouth Notch LLC.

I/we acknowledge the payment of the onetime initiation fee will not be repaid to us. I/we acknowledge this payment secures my/our right to access the club facilities during business hours. However, I/we understand this right will cease to exist if I/we fail to remain in good standing as defined in **Section 3 (C)**.

The Initiation fee is waived for the 1st year of Membership, but is due in year 3 of Membership.

I/we have read and understand the definition of a member in good standing as outlined in the Membership Plan **Section 3 (C)**.

I/we further agree to be bound by any Rules and Regulations and by Plymouth Notch from time to time (a copy of the Rules and Regulations, Articles of Incorporation are available upon request).

I/we further agree not to purchase and or rent any residential or commercial property within the Plymouth Notch LLC property boundary unless the Seller or Renter is in fact Plymouth Notch LLC. I/we understand failure to abide by this term is grounds for termination of my/our membership.

I/we understand that membership does not guarantee any continuing rights in or to use the Club Facilities other than those specifically provided in the Membership Plan and the documents referenced therein.

I/we acknowledge Plymouth Notch LLC's right to revoke my/our membership if myself/our family guests disturb the daily operations of the Club and its members/guests.

I/we understand the Plymouth Notch LLC., retain the right to change or enhance all documents pertaining to the club. I/we understand I/we will be afforded a 30 day notice period to all changes and the final changes would be posted on the Plymouth Notch website by December 20th of every year should a change occur.

I/we acknowledge that I/we have read the same and have reviewed the documents referenced therein, if I/we believe such review to be necessary, and, if accepted as members, agree to be bound by all their terms and conditions, as they may be amended from time to time.

This Membership Agreement is irrevocable after delivery to the Club unless the undersigned is not approved for membership. I/we understand that acceptance for membership is subject to approval by the Managing Members of Plymouth Notch LLC, which approval will be in its sole and absolute discretion. In the event that I/we are not approved for membership, this Membership Agreement will be null and void and the membership deposit submitted herewith will be refunded without interest.

I/we acknowledge any dispute arising out of or relating to this Agreement, including the breach, termination of validity thereof, which has not been resolved by mediation as provided herein, shall be finally resolved by arbitration in accordance with the Rules for Non Administered Arbitration then currently in effect, by a sole arbitrator; provided, however, that if one party fails to participate in either the negotiation or mediation as agreed therein, the other party can

commence arbitration prior to the expiration of the time periods set forth above. The arbitration shall be governed by the Federal Arbitration Act, 9 USC. Section 1 et. seq. and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The Place of arbitration shall be in Windsor County Vermont.

This Agreement shall be governed by the laws of the State of Vermont.

If the prospective member is a Junior, the signature of a legal guardian (who is also an Adult member) is required.

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 Print Name of Prospective Adult Member #1

Signature of Prospective Adult Member #1

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 Print Name of Prospective Adult Member #2

Signature of Prospective Adult Member #2

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 Print Name of Prospective Junior Member #1

Signature of Prospective Junior Member #1

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 Print Name of Prospective Junior Member #2

Signature of Prospective Junior Member #2

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 Print Name of Prospective Junior Member #3

Signature of Prospective Junior Member #1

Membership approval will not be binding until the membership deposit is received and the acceptance below is signed.

David Panagrossi

Date:

Name:

Date: