



MEMBERSHIP APPLICATION 2010

INFORMATION

PERSONAL

Applicant's Name _____

Social Security Number _____ Birthdate _____

Spouse's Name _____ Birthdate _____

Physical Address _____

Billing Address _____

Club Communication Address: _____

Telephone: Home _____ Office _____ Cell _____

Fax Number _____ E-Mail _____

Dependent Children under 25:

_____ Name _____ Birthdate _____

BUSINESS

Applicant's Company Name _____ Title _____

Business Address _____

Telephone _____ Years in this Position _____

Fax _____ Email _____

Website _____

Spouse's Company Name _____ Title _____

Business Address _____

Telephone _____ Years in this Position _____

Fax Number _____ Email _____

Website _____

CLUB REFERENCES

Name of Club _____

Name of Club _____

PERSONAL REFERENCES

Name _____ Years Known _____

Name _____ Years Known _____

Name _____ Years Known _____

PURCHASE OF MEMBERSHIP

I hereby apply for the follow category of membership in the Peak Club (the "Club"):

<u>MEMBERSHIP CATEGORY</u>	<u>MEMBERSHIP DEPOSIT</u>	<u>ANNUAL DUES</u>
Individual	\$5,000	\$150
Couples	\$10,000	\$300
Family (2 Adults, 2 Children <25)	\$15,000	\$500
Each additional Child <25	\$2,500	\$100
Corporate	\$25,000	\$750

The membership deposit for the entire amount due shall be payable upon execution of the Membership Agreement, or within five business days of receipt of this application if submitted on line.

I hereby agree to pay to the Club the membership deposit and the membership dues, including any applicable sales tax, or other taxes, for the category of membership selected.

Membership is contingent upon approval by the Club, which approval shall be at its discretion. Upon signing this Agreement, the undersigned authorizes the disclosure and release of information provided in this application.

REFUND OF MEMBERSHIP DEPOSIT

A member who wishes to resign their membership from the club may do so at any time. The membership deposit can be transferred to any party designated by the member, or may be sold to any party subject to approval by the Club. The sales price of the membership is to be determined by the selling and buying member, with all sales proceeds accruing to the member, minus a 10% transfer fee of the gross amount of the sale.

ACKNOWLEDGMENT OF MEMBERSHIP RIGHTS

I acknowledge that membership in the Club permits the member to benefits referred to in the Membership Plan in accordance with the Membership Plan and Rules and Regulations. Membership in the Club is not an investment in the China Peak Mountain Resort, or its facilities, and does not give a member a vested or prescriptive right or easement to use the

resort facilities. Membership in the Club does not provide a member with an equity or ownership or any other property interest in China Peak or its facilities. A member only acquires a revocable license to use the Club benefits in accordance with the terms and conditions of the Membership Plan and Rules and Regulations, as the same may be amended from time to time, and this Membership Agreement. The Club reserves the right, in its discretion, to terminate or modify the Membership Plan and the Rules and Regulations, to reserve memberships, to add, issue, modify or terminate any type or category or class of membership, to recall any membership at any time for any or no reason whatsoever, and to make any other changes in the terms and conditions of the membership or the amenities available for use by members. In the event of termination of the Membership Plan, termination of any category of membership, recall of a membership or the discontinuance of operation of all or substantially all of the Club amenities, the affected members will be entitled to a refund of the Membership Deposit paid within one year. In the event China Peak is sold and the buyer assumes liability for payment of the Membership deposit if events occur as described in the previous line, and the seller of China Peak shall be released from all liability for the repayment thereof. In the event of a sale of China Peak, the buyer shall take title subject to the terms and provisions of the then existing Membership Plan.

I hereby acknowledge that the use of China Peak 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, my guests and my family sustained while using the resort facilities or while involved in any event or activity incident to membership in the Club. I agree to release and indemnify China Peak Mountain Resort, LLC, their affiliates, successors or assigns and their respective directors, officers, partners, members, shareholders, employees, representatives and agents and the members of the advisory Board of Governors of the Club and any Club committee in accordance with the provisions of the Rules and Regulations of the Club.

MEMBERSHIP PLAN DOCUMENTS

I hereby acknowledge receipt of the Peak Club Membership Plan and Rules and Regulations 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. I further acknowledge that I am not relying on any oral representations in acquiring a membership in the Club.

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

Dated: _____, _____

-

Applicant's Signature

Printed Name

Dated: _____, _____

Spouse's Signature

Printed Name

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

ACCEPTED BY:

PEAK CLUB

By:

Tim Cohee, Chairman & CEO, China Peak Mountain Resort, LLC

Date

Please make Peak Club Membership Deposits payable to China Peak Mountain Resort, LLC.

Mail membership deposits to:

Peak Club
China Peak Mountain Resort, LLC
P.O. Box 236
Lakeshore, CA 93634