

RULES AND REGULATIONS

Lessee shall open the Flourtown Country Club ("Club"), and all of its facilities, for business not less than six (6) days each week. The Club facilities shall not be closed to members on a Saturday, Sunday or National Holiday, without the prior written consent of Lessor, except for Christmas Day and two weeks of January or February of each Lease year. Lessee shall notify the Lessor thirty (30) days prior to the two-week closure.

From Memorial Day to Labor Day each year, Lessee shall open the swimming pool not less than 7 days per week (provided, that, the pool shall only be open weekends until school is out).

Lessee shall not operate the Premises for any purpose other than the uses set forth in the Lease without the prior written consent of Lessor. Lessee shall not discontinue any facilities or services currently offered at the Club (except for temporary suspension necessary due to change in seasons) without the prior written consent of Lessor.

Lessee may not allow the golf course at the Club to be reserved for a private golf outing: (a) where the number of participants will exceed 40 people, unless Lessor has consented in writing; or (b) on a Saturday, Sunday or National Holiday.

Lessee agrees to limit the memberships sold for golf to ~~400~~ members and for swimming to ~~100~~ members and such memberships may not be increased without Lessor's prior written consent, not to be unreasonably withheld.

the agreed to terms are 400 members.

Other than current members who are renewing their golf membership(s), Lessee shall only accept golf membership requests from residents of Springfield Township when filling open golf club memberships so long as such resident's application is made and paid for in full prior to February 15th of each year. After February 15th of each year Lessee may accept golf membership requests from non-residents of Springfield Township and shall not be required to give any further preference to residents of Springfield Township.

Other than current members who are renewing their swimming membership(s), Lessee shall only accept pool membership requests from residents of Springfield Township when filling open pool memberships so long as such resident's application is made and paid for in full prior to April 15th of each year. After April 15th of each year Lessee may accept pool membership requests from non-residents of Springfield Township and shall not be required to give any further preference to residents of Springfield Township.

During the Term of the Lease, membership fees for residents of Springfield Township for both golf and swimming shall be subject to Lessor's prior written approval. Lessee shall submit any request to increase golf and/or swimming membership fees to Lessor by October 1st of any each and Lessor shall approve or disapprove of such request prior to November 30th of that year.

Lessee may sell memberships (for both golf and pool) to non-residents of Springfield Township at whatever rates Lessee deems appropriate, provided that they are not less than the fees charged to Springfield Township residents. Notwithstanding the foregoing, Lessor shall

GA

have the right to review membership fees for nonresidents and to increase the membership fees for nonresidents. Lessor shall advise Lessee of any membership fee increase for nonmembers by November 30th of that year.

Lessee shall not establish new membership categories or rates without the prior written consent of Lessor.

Before June 1 of each year, Lessee shall provide Lessor with a complete list of current memberships in all categories, including the addresses and membership fees paid, as well as the dates such fees were paid. Lessee shall update such list monthly with any additions or deletions.

Lessee agrees to do mailings to Springfield Township residents, as reasonably requested by the Lessor, advertising the activities and services being provided at the Flourtown Country Club.

Lessee shall at all times keep the walkways and parking lots on the Premises clean and free of snow and ice.

Lessee shall not operate the Club or the Premises in such a way as to cause a nuisance or disturb surrounding property owners. Lessee shall not permit outdoor amplified music on the Premises without the prior written consent of Lessor.

Lessee shall open the golf course to non-member Springfield Township Residents at a fee not to exceed the Club's standard greens fee. Such nonmember residents shall be allowed to use the golf course two (2) times per year.

Lessee shall not discriminate against any applicant for membership or any person/group wishing to rent the banquet facilities because of race, color, religion, sex, national original, handicap, or familial status.