

GLOBAL AMBASSADOR CLUB

GUIDELINES

Membership Plan and Rules

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GLOBAL AMBASSADOR CLUB

Fox Hotel 1, LLC, a Delaware limited liability company (**"Club Owner"**), is offering an opportunity to become a member in the Global Ambassador Club (the **"Club"**) located in Phoenix, Arizona. These Global Ambassador Club Guidelines (the **"Rules"**) constitute the Membership Plan and Rules for the Club and are provided to Club Members to facilitate their use of Club Facilities and enjoyment of their Membership. These rules, along with other Membership Documents referred to herein, are an integral part of the Member's Global Ambassador Club Agreement. Where these Rules refer to the Club taking action or having certain rights, Club Owner, its Membership Director, or its designees shall take such action and have such rights.

MEMBERSHIP DESCRIPTION

Each Membership is issued to one individual. Use privileges will be extended to each Member's spouse. The Club may extend use privileges to the Significant Other of an unmarried Member. "**Significant Other**" is the unmarried adult companion of an unmarried Member who is in a continuing, established, and exclusive relationship with such Member and living together as a family unit. The Club reserves the right in its discretion to withdraw use privileges from any spouse or Significant Other at any time. References to "Member" in these Rules and the Global Ambassador Club Agreement are intended to include the spouse or Significant Other to whom membership privileges are extended. Membership in the Club is intended to offer access to the Club Facilities (as defined below), and the benefits and services related thereto, on the terms described in these Rules and, with respect to each member of the Club ("**Member**"), such Member's Membership Agreement and the application and other documentation completed and submitted therewith (collectively, the "**Membership Documents**").

> **All prospective Members should carefully review these Rules and the Membership Agreement. Any representation regarding the Club or Membership in the Club not contained in the Membership Documents is unauthorized, and if given or made, such information or representation may not be relied upon as having been authorized by the Club.**

MEMBERSHIP RULES

These Rules for the Global Ambassador Club are established by the Club to protect the Members' enjoyment of the Club Facilities and activities. These Rules govern Member behavior and provide terms and conditions to Club membership to help achieve this purpose. By utilizing the Club Facilities, each Member agrees to conduct themselves in accordance with these Rules so that all Members can fully enjoy the Club's shared spaces and experiences. In order to meet the changing needs and desires of the membership of the Club, Club Owner reserves the right, in its sole discretion, to modify, change or add to these Rules, in whole or in part, including the eligibility requirements for membership, and the Members' rights to use the Club Facilities. Club Owner reserves the right, in its sole discretion, to reserve memberships, to issue any membership, and to make any other changes in the terms and conditions of the membership. Further, Club Owner may, and hereby reserves the right to, modify, add to, discontinue, or otherwise change any of the Club Facilities or the benefits or services related thereto.

GLOBAL AMBASSADOR CLUB

APPLICATION FOR MEMBERS

Application for Membership
Each person who desires membership in the Club must deliver to the Club a completed and signed Global Ambassador Club Application Form and must complete a background check pursuant to a link provided by the Membership Director.

Review of Membership Information and Membership Agreement
Each person who applies for membership in the Club will be subject to the approval of the Club. After receiving the completed Global Ambassador Club Application Form and completed background check, the Club will determine whether the applicant has satisfied the qualifications for membership. In the event the application for membership and background check are acted upon favorably, the applicant shall deliver the signed Membership Agreement to the Club together with payment in the amount of the required Initiation Fee.

Membership Price
Unless otherwise provided in the Membership Agreement, each person who desires to acquire a Membership in the Club must pay the Initiation Fee then established by the Club, which may change from time to time. The Club shall have the exclusive right to establish the Initiation Fee for each Membership and shall have the right to receive and retain (or otherwise direct the receipt and retention of) all proceeds from the issuance of Memberships.

ENFORCEMENT OF RULES

Owner's interpretation and enforcement of these Rules shall be final. Members are not authorized to enforce the Rules and are requested not to do so. All Rules violations should be reported to the Director of Membership.

Violation of any of these Rules shall constitute conduct unbecoming of a Member and shall subject the violator to disciplinary action. Members (including spouses, Significant Others and guests) engaging in conduct that violates these Rules or that is disorderly, disrespectful, or inappropriate will be asked to leave the Club and their membership may be terminated.

CLUB FACILITIES

The Club currently offers the following facilities for its Members (the "**Club Facilities**"), all of which are located in The Global Ambassador Hotel (the "**Hotel**"): access to a private Members only restaurant, and non exclusive access to the other restaurants, locker rooms, pool, spa and fitness center.

Club Owner reserves the right, in its sole discretion, to expand or change the Club Facilities or add additional facilities (which could be located on-site or off-site), as it determines appropriate from time to time. If additional facilities are added to the Club Facilities or the Club Facilities are expanded, the Membership Cap (as referred to in the Member's Membership Agreement) may be increased by the Club appropriately to incorporate the new facilities, as determined by Club Owner in its discretion. In such event, the Club will determine the extent to which Members and others may use such additional Club Facilities.

Acknowledgment of Limited Rights
Membership in the Club permits the Member to use the Club Facilities in accordance with the Membership Documents. A Member only acquires a revocable license to use the Club Facilities and to enjoy benefits and services related thereto, in accordance with the terms and conditions of these Rules, as the same may be amended from time to time, the Membership Agreement and the other Membership Documents. Membership in the Club is not an investment in the Club or the Club Facilities, and membership does not provide the Members with an equity or ownership interest or any vested or prescriptive right or easement in or to use the Club or the Club Facilities. Members will not be entitled to vote or participate in the management of the Club. If approved for membership in the Club, each Member agrees to be bound by the terms and conditions of these Rules and the other Membership Documents, as amended from time to time.

GLOBAL AMBASSADOR CLUB

CLUB HOURS

The Club's hours of operation are established and published from time to time, considering the season of the year and other circumstances. Club Owner reserves the right to close all or portions of the Club Facilities to hold private events from time to time.

FOOD & ALCOHOL

All food and beverage consumed on the Club Facilities shall be furnished exclusively by the Club.

All state and local laws concerning the sale of alcoholic beverages are strictly enforced. All alcoholic beverages consumed on the Club Facilities must be furnished by the Club.

CELL PHONES & ELECTRONICS

To respect each Member's quiet enjoyment of our spaces, any Member using their phone should be thoughtful so as to not disturb other Members. All mobile devices are allowed in Club spaces; however, we require that Members put their devices on vibrate or silent when entering the Club.

To respect Members' desire for privacy, no cameras or video equipment may be used inside the Club without the prior consent of the Director of Membership.

Photos for personal, non-commercial usage and limited to guests in a Member's own party may be permitted. All other photos and videos are prohibited in all Club Facilities.

USE OF THE CLUB FACILITIES

The Managing Director and Owner reserve the right to close all or portions of the Club Facilities to hold private events from time to time. Club Facilities also may be closed from time to time for maintenance, repairs and/or remodeling.

For attending cultural programs or utilizing Club spaces, advance reservations should be made, as space availability will often be limited. Members are encouraged to utilize the various spaces of the Club to host their own private events, space permitting, and should organize and book such events in advance.

For all club hosted and club sponsored fee-based events, one-week advance notice is required for cancellations to avoid a cancellation fee of fifty percent (50%) of the posted fee or fifty percent (50%) of the event cost fee for hosted events. Private events booked in the Club or other areas of the Hotel will be subject to the event guidelines provided for those specific areas.

With the exception of the Members Only restaurant, Club Facilities shall be available for use by Hotel Guests and the public on such terms and conditions as Club Owner shall establish from time to time.

DRESS STANDARDS/CLUBHOUSE ATTIRE

Recognizing that a dress code cannot reasonably be expected to identify all forms of appropriate and inappropriate attire, Members (including spouses and Significant Others) are expected to ensure that they and their guests are neatly attired suitable to their Hotel and Club surroundings, to help sustain the quality of membership and standard of excellence upon which the Club was established. Good taste and judgment should always prevail in the absence of a specific requirement.

GLOBAL AMBASSADOR CLUB

ANIMALS

Animals are not permitted in the Hotel or Club Facilities, with the exception of approved service animals.

CHILDREN

The Club's service model requires a certain level of maturity from all participants, personnel and Members alike. As a result, individuals under the age of eighteen (18) are not permitted to use Club Facilities, with the exception of Sundays and other specially designated activities.

On Sundays, children are welcome in the Club's dining facilities but must always be accompanied by a Member (or the Member's spouse or Significant Other). For all other areas of the Club, including our programming and events, guests must be at least eighteen (18) years old and accompanied by a Member (or the Member's spouse or Significant Other). Parents are responsible for their children's behavior.

Children under the lawful drinking age of 21 are not permitted in any bar or lounge unless accompanied by an adult and are not allowed to sit at any bars.

GUEST PRIVILEGES OF MEMBERS

The Club gladly welcomes its Members' guests, although they must be accompanied by a Member (or the Member's spouse or Significant Other) at all times. The Club may implement and amend restrictions on its guest policy at any time, limiting the number of guests a Member may host and the number of times the same guest may visit the Club within a calendar year. Members are responsible for their guests' conduct and should notify guests of all Rules. Unaccompanied guest usage is not permitted under any circumstance.

Members may bring up to one (1) guest per Member to use non-dining amenities including pool, fitness and locker rooms.

Members may bring up to five (5) guests to dine in the Club and may not exceed a total of six (6) people at a table.

When a Member reserves a private room in the Club, they may bring up to nine (9) guests, not to exceed a total of ten (10) individuals per table, or such number of guests as determined by the Director of Membership in accordance with capacity requirements.

All guest charges will be billed to the Member's account.

Each Member of the Club shall be responsible for the conduct, guest fees and other charges of his or her guests.

The Club may limit or restrict a particular guest from access to the Club at any time in the Club's sole discretion.

GLOBAL AMBASSADOR CLUB

CONFIDENTIALITY

Privacy is an integral aspect of our Club's culture. Members and personnel of the Club keep the names and personal information of all Members strictly confidential.

Communications between Members, and between Members and their guests, are meant to remain confidential. The substance and details of Member (and/or guest) conversations must not be used for journalistic, promotional or commercial purposes. Members should not communicate with the media about the Club, its Members or guests, unless pre-approved by the Director of Membership.

Members may not post about the Club on social media. Additionally, Members shall not post on social media any negative or slanderous thing about any other Members, their guests or any activity at the Club. Doing so will subject the Member to disciplinary action, including suspension and/or termination of their membership.

The Club's Roster of Club Members is the Club's property and shall not be used or given to anyone by a Member for any reason whatsoever. Unauthorized release of the Roster is a serious breach of the Rules. Violations will be reviewed by the Club and may result in immediate expulsion or other sanctions. Members and their guests are not to solicit other Members or their guests (whether for business, autographs, photographs or otherwise). Furthermore, the Club does not permit circulation of commercial advertisements or promotions.

TIPPING/SERVICE CHARGE

An automatic service charge will be added to all charges within the Members-only restaurant. Membership is tipping inclusive for valet and locker room service. Therefore, no other tipping or gifting to Member-interfacing employees is suggested.

The Spa and other Hotel restaurants use standard tipping policies. The Club's Tipping Policy details the Club's service charges, tipping policies and Holiday Fund. Members should refer to the Club portal for the Club's Tipping Policy. The Club's Tipping Policy is also available upon request from the Director of Membership.

BILLING

Each Club Member will be assigned a membership account number. All purchases made or services received at the Club by a Member, his or her spouse, Significant Other or guests shall be charged to the account of such Member. No cash purchases shall be permitted. Each Club Member is required to provide, and update on a current basis, authorization for the Club to automatically debit monthly and annual financial obligations from the Member's banking account.

All food, beverage, merchandise, and other services charged to the Member's account will be billed monthly. If the Owner commences any legal action to collect any Club bill owed by any Member, or to enforce any other obligation or liability of any Member to the Owner, and obtains a judgment against the Member, the Member shall also be liable for all costs and expenses of legal action and reasonable attorney's fees (including any costs and fees incurred in connection with appellate proceedings). Such costs may be charged to the Member to reimburse the Owner.

In the event any Member or Member's family or guest fails to comply with any Club Rules and such failure to comply results in the expenditure of funds by the Owner for any purpose, the Owner may require the Member to reimburse all costs incurred as a result.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

Each Member as a condition of membership, and each guest as a condition of invitation to the Club Facilities, assumes sole responsibility for his or her property. The Club shall not be responsible for any loss or damage to any private property used or stored on the Club Facilities.

Any Member or guest who, in any manner, makes use of, or accepts the use of, any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club, either on or off the Club Facilities, shall do so at his or her own risk.

COMMUNICATION

Member is responsible for keeping all correspondence addresses, e-mail addresses, and phone numbers up to date with the Director of Membership.

EMPLOYEES

The Club is located within the Global Ambassador Hotel (the Hotel). Members interact with and receive services from employees of the Club and employees of the Hotel (collectively, Employees). Employees are carefully chosen to deliver the best service experience, and we expect Members will treat them with the utmost respect. Any personal, verbal, or physical attack will not be tolerated and will result in the termination of membership. Members may not request personal services from Employees outside the scope of the specific Employee's assigned duties.

The Club and the Hotel make significant investments to recruit and train these Employees so that they may exceed Member expectations. Loss of these special Employees represents a significant cost to the Club and has an important negative impact on Members' experience. Therefore, Members are precluded from approaching or referring Employees for employment outside the Club or Hotel. If a Member or any of their affiliated businesses hire an Employee within six months of that Employee leaving their employment with the Club or Hotel, or if the Club becomes aware a Member facilitated, assisted, or participated in any way in an Employee leaving the Club or Hotel for other employment, the Club may suspend or expel that Member and/or charge a recruitment fee to a Member's account for the expense of recruiting and training a replacement employee.

NOMINATIONS

The Club prefers that membership grow through personal referrals and sponsorship by current members. To submit a nominee for consideration, please reach out to the Membership Director or submit nominations through the member portal. Nomination does not indicate that an invitation for membership will be extended — all invitations are extended after consideration by all of the candidate's information by Club leadership.

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