

Sterling's

STERLING'S CLUB

RULES AND REGULATIONS

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PREAMBLE

These Rules and Regulations for Sterling's Club ("Sterling's") are intended to be a guide for the use of the Club Facilities described in the Sterling's Club Membership Plan, as it may be amended (the "Membership Plan"). They are not intended to deal with every conceivable issue that may arise. These Rules and Regulations are established by McCabe & Sons Hospitality, LLC, a Florida limited liability company, d/b/a Sterling's Club (the "Club Owner") as general guidelines to protect the Club Facilities and to promote the health, safety, welfare and enjoyment of the Members, their families and guests and any other individuals using the Club Facilities. Unless otherwise provided, these Rules and Regulations shall apply to all Members and Designees, their Immediate Family, guests and all other individuals permitted to use the Club Facilities. The Club Owner is committed to providing all individuals that are permitted to use the Club Facilities with an enjoyable club experience. To uphold these standards, individuals permitted to use the Club Facilities are expected to act in a manner consistent with proper etiquette. The Club Owner may amend these Rules and Regulations from time to time as it determines appropriate, in accordance with the Membership Plan Documents.

Capitalized terms used but not defined in these Rules and Regulations shall have the same meaning set forth in the Membership Plan. Where these Rules and Regulations refer to the Club Owner taking action or having certain rights, the Club Owner and/or its designees, including the Club Owner's general manager (the "General Manager"), shall have the right to take such action and shall have such rights, and references to the term "Member(s)" shall include Designees properly designated under a valid Business Membership.

GENERAL CLUB RULES

1. Members, their Immediate Family and their guests shall abide by all rules and regulations of Sterling's as they may be amended from time to time.

2. Each and every Member may call any infraction of a rule to the attention of another Member in a courteous manner, but no Member shall have the right to enforce or discipline another Member whom they believe is violating a rule. No further action may be taken by such Member at that time. The incident or infraction, however, should be reported by the Member to the General Manager so that a record may be maintained of any repeating violators. The Club Owner shall determine when a violation or repeated violations require further action.

3. Violations of the rules may initiate a reprimand and, if required, further action. Repeated violations may result in suspension of privileges or termination of membership.

4. The foregoing procedures applying to infractions of rules shall not affect any other action by the Club Owner pursuant to the Membership Plan.

5. The Club Facilities shall be open on the days and during the hours as may be established by the Club Owner. Areas of the Club Facilities may also be closed for scheduled maintenance and repairs. The Club Owner reserves the right to close the Club Facilities to hold events in accordance with the provisions of the Membership Plan.

6. Social center and rooftop level activities for groups will be permitted only with the permission of the Club Owner.

7. All food and beverages consumed on the Club Facilities must be furnished by the Club Owner, unless otherwise permitted by the Club Owner.

8. Commercial advertisements shall not be posted or circulated on the Club Facilities, nor shall solicitations of any kind be made on the Club Facilities or upon Sterling's stationery without the prior approval of the Club Owner. Other than as permitted in writing by the Club Owner, no petition shall be originated, solicited, circulated or posted on Sterling's property.

9. Members agree to respect the privacy of fellow Members and shall keep the identity and contact information of fellow Members completely confidential. Members shall not use the roster or list of Members for solicitation or commercial purposes, or distribute the roster to anyone other than a Member.

10. It is contrary to Sterling's policy to have the Club Facilities used for functions or fundraising efforts for the benefit of a political cause, except as specifically permitted by the Club Owner. The Club Facilities shall not be used in connection with organized religious services or other activities except as may be approved by the Club Owner.

11. Members, their Immediate Family and guests may not request special personal services from employees of Sterling's who are on duty which are not generally provided to all Members, or the personal use of Club Facilities, furnishings or equipment which are not ordinarily available for use by Members. Members are not permitted to dismiss Sterling's personnel from a work area for any reason.

12. Dogs and other pets (with the exception of those assisting persons with disabilities) are not permitted within the Club Facilities, except with the permission of the Club Owner. Where dogs are permitted in designated areas, they must be on a leash at all times. Members are responsible for damage caused by an animal owned by or under the control of such Member, their Immediate Family or their guests.

13. All complaints, criticisms or suggestions of any kind relating to any of the operations of Sterling's or its employees must be in writing, signed and addressed to the General Manager.

14. Members, their Immediate Family and their guests may not abuse any of Sterling's employees, verbally or otherwise. All service employees of Sterling's are under the supervision of the General Manager. No Member, Immediate Family or guest shall reprimand or discipline any employee, nor shall a Member, Immediate Family or guest request an employee to leave the Club Facilities for any reason. Any employee not rendering courteous and prompt service should be reported to the management of Sterling's immediately.

15. Automobiles shall not be left unattended in the valet parking area. Valet parking attendants driving automobiles to and from the Club Facilities entrance do so as a courtesy and convenience to Members, their Immediate Family and their guests. Such service is accepted by Members, their Immediate Family and their guests with the understanding that the Club Owner assumes no responsibility or liability for personal injury or property damage of any kind in connection with this service. No one may retrieve their own keys without authorization from the valet.

16. Inappropriate language will not be tolerated.
17. Smoking is not permitted within the Club Facilities.
18. Proper cell phone etiquette is required so as not to interfere with another Member's use and enjoyment of the Club Facilities. Members are requested to silence (or place on vibrate) cell phones when on the Club Facilities. If a call must be taken, Members are requested to step outside or use a designated call area, if any, to take the call so as not to disrupt others.
19. Firearms, incendiary devices and all other weapons of any kind are not permitted on Sterling's property at any time.
20. Use of the Club Facilities may be restricted or reserved from time to time by the Club Owner.
21. Violation of any of these rules or conduct in a manner prejudicial to the best interests of Sterling's will subject the person in violation to disciplinary action by the Club Owner in accordance with the Membership Plan Documents.
22. Sterling's personnel will have full authority to enforce these Rules and Regulations and any infractions will be reported to the management of Sterling's.
23. In no event shall the Club Owner discriminate against any individual because of the individual's race, religion, color, disability, gender, marital status, national origin, age, alienage or citizenship status, sexual orientation or any other protected class under applicable law.

GENERAL POOL RULES

1. Use of the pool at any time is at the swimmer's own risk. Any injuries or accidents should be reported to the attendant immediately.
2. Members must register their guests and are responsible for the payment of any appropriate charges as the Club Owner may determine from time to time.
3. Children must be accompanied by a parent or guardian at all times while in the pool area.
4. Children must be three (3) years of age and toilet trained to use the pool. Children wearing diapers are not permitted in any pool.
5. Swimming is permitted only during designated hours. The pool is officially closed when a "CLOSED" sign is posted.
6. Showers are required before entering the pool.
7. Bottles, glass objects, drinking glasses and sharp objects are not permitted in the pool area. Trash should be placed in the proper receptacles located throughout the pool area.

8. Food is allowed only in designated areas of the pool area.
9. All swimmers must wear bona fide swimming attire. Cut-offs, dungarees and bermuda shorts are not considered appropriate swimwear. Shoes or other foot coverings and caftans or shirts must be worn outside the swimming pool area.
10. Radios, televisions, speakers and the like are permitted only when played at a sound level which is not offensive to others.
11. Animals, bicycles, skateboards, play balls of any type and coolers are not permitted in the pool area.
12. Lifesaving and pool cleaning equipment should be used only for the purposes intended.
13. Running, ball-playing and hazardous activities are not permitted in the pool area. Pushing, dunking and dangerous games are prohibited.
14. Diving is not permitted unless otherwise indicated at the pool.
15. Fishing, spear fishing and snorkeling equipment, other than a mask and snorkel, are not to be used in the pool area except as part of an organized course of instruction.
16. Throwing footballs, frisbees, tennis balls or other objects; spitting or spouting water and tag games are not allowed in the pool area.
17. Sterling's, its employees and pool staff have the authority to expel from the pool area anyone who does not follow these pool rules or whose conduct is otherwise unbecoming of a Member.
18. All individuals using pool furniture are required to cover the furniture with a towel when using suntan oils and lotions, as the use of these oils and lotions could stain or damage the furniture.
19. All individuals using the pool area are urged to cooperate in keeping the area clean by properly disposing of towels, cans, cigarettes and all other trash in the proper receptacles.
20. Smoking is not permitted.
21. Individuals who leave the pool area for over thirty (30) minutes must relinquish lounges and chairs by removing all towels and personal belongings. Saving chairs for persons absent from the pool area is prohibited.

WELLNESS CENTER RULES

1. All persons using the wellness facilities do so at their own risk and may be required to execute such forms releasing Sterling's from liability for their use of the Club Facilities as determined from time to time.

2. For Members' and other permitted users' safety, no leg weights or wrist weights may be worn during exercise classes unless specified as part of the class by the fitness instructor. No electronic devices, such as cell phones, are allowed during fitness classes.

3. It is the responsibility of all persons to obtain instruction on how to use the equipment prior to usage of such equipment, and the equipment is only to be used in accordance with such instructions.

4. It is the responsibility of each person using the wellness facilities to consult with his or her physician, and such person should be in good physical condition and have no physical, medical or psychological conditions, disabilities, impairments or ailments, chronic or otherwise, which would preclude, impair or prevent the individual from using the wellness facilities, equipment or amenities or engaging in active or passive exercise. Individuals assume full risk of loss and responsibility for damage to their health if the foregoing representations are not and do not continue to remain true.

5. Regular operating hours for the wellness facilities will be posted by Sterling's and may be changed from time to time.

6. All exercise classes and class times shall be determined by Sterling's, and may be changed from time to time. Members and other permitted users must register to attend an exercise class by calling the wellness facility or via the appropriate website. Personal exercise trainers not employed by Sterling's are not permitted to conduct personal exercise training programs.

7. All Members, Immediate Family and their guests must sign in at the front desk, and present a valid membership card.

8. Guest fees will be charged for use of the wellness facilities. If fees are established, the Member's account will be billed.

9. All weights and pieces of equipment must be returned to their proper places at the completion of use.

10. Casual workout attire is acceptable at the wellness facilities including tee shirts, tank tops, gym shorts or warm-up pants for men; and leotards, tights, tee-shirts, tank tops, gym shorts or warm-up pants for women. Only aerobic or court shoes may be worn at the wellness facilities. No black-soled shoes shall be permitted at the wellness facilities.

11. Use of wellness equipment is at your own risk.

12. Pregnant women should not use those wellness facilities that would elevate their core body temperature.

13. Smoking and alcoholic beverages are prohibited at the wellness facilities and locker rooms. No food or drink may be brought onto the premises.

14. No clothing or personal articles may be stored under benches or in the common areas.

15. Horseplay, profanity, disruptive conduct and indiscreet behavior at the wellness facilities is strictly prohibited.
16. All electronic devices must be placed on vibrate or silent within the wellness facilities. Any person using an electronic device for personal entertainment during their workout must use earbuds and adjust the volume so as not to disturb others.
17. Sign up procedures for exercise classes are available in the wellness center.
18. Personal belongings must be secured in lockers in the locker rooms.
19. As a courtesy to others, please utilize spray bottles, wipes and towels as provided to wipe down equipment after each use.
20. Free weights are not to be taken out of their designated area. When completing a set with free weights, do not let them drop to the floor.
21. Please do not enter the workout area until you are ready to begin your session. Also, do not remain in the area after you have completed your cool-down period.
22. Use of cardiovascular equipment (Stairmaster, Peloton, treadmill, bike, rowing machine, etc.) is limited to thirty (30) minutes per piece of equipment.
23. No one under the age of sixteen (16) may be admitted, unless using the services of Sterling's personal trainers. A parent must accompany individuals between the ages of fourteen (14) and sixteen (16). Children under the age of fourteen (14) are not permitted on the workout floor.
24. Priority usage of all equipment is given to personal trainers while they are training Members. Only authorized personal fitness trainers may be utilized. The reserving of personal trainers will be done in a manner that optimizes maximum usage of the trainers and the scheduling of staff.
25. Stretching prior to or upon completion of workout will be limited to the floor mats. Please do not utilize weight benches for stretching. When not in use, the aerobics exercise room may be used for stretching exercises.
26. Aerobic exercise classes will be on a reservation system. Failure to cancel class reservations in a timely manner will result in removal for the reservation list.
27. The director of the wellness center shall have charge of all wellness center usage and will supervise the scheduling of all sessions. Members that disregard instructions of management will be asked to leave the facility. Continuous disregard of instructions will result in loss of wellness center privileges and/ or suspension or termination of membership with forfeiture of membership deposits and membership dues.

GENERAL SPA RULES

1. All Members, permitted Immediate Family, their guests and guests of the Hotel are entitled to participate in any spa programs which may periodically be offered and to utilize

all spa services, amenities and facilities as they may exist from time to time, subject to payment of any fees, space availability and these Rules and Regulations, as they may exist from time to time.

2. Only persons sixteen (16) years of age or older are permitted in the spa and no person under such age shall be permitted access to the spa or use of any spa services, equipment or amenities. Children under the age of sixteen (16) may be permitted to use the spa at the discretion of the Club Owner, and the written approval of such child's parents or guardian.

3. Pets are absolutely prohibited in the spa.

4. Regular operating hours of the spa will be posted at the spa. The hours of operation of the spa may be changed or the spa may be closed for necessary repairs or maintenance.

5. Members are permitted to bring guests to the spa subject to the policies and procedures specified by the Club Owner. A guest fee will be charged for each guest in addition to fees for the use of specific spa services. All guests, upon entry to the spa, must sign in and register.

6. A health questionnaire must be completed and signed before specific spa services are rendered. No physician or nurse will be on duty.

7. All Members must present their Membership card at the spa reception desk and register before entry into or use of the spa facility. Photo identification may be requested.

8. Casual workout attire is acceptable. Cut-offs and/or torn garments shall not be permitted to be worn in any exercise areas of the spa.

9. No bare feet are allowed outside of the steam, sauna and other treatment areas.

10. Smoking is not permitted in the spa.

11. For sanitary reasons, shaving is not permitted in the sauna and steam treatment areas.

12. Consult your physician before using the sauna and steam treatment rooms. This treatment produces dry heat and generally reaches temperatures above 105 degrees. It is not advisable to remain in the treatment rooms for more than five (5) minutes at any one time.

13. Never use a sauna or steam treatment when you are under the influence of alcohol or narcotics, or when you have taken antihistamines, tranquilizers, vasoconstrictors, vasodilators or stimulants.

14. Never go into a sauna or steam treatment on a full stomach. Wait at least two (2) hours after a heavy meal before using a sauna treatment.

15. Following a strenuous exercise period, DO NOT GO DIRECTLY INTO A SAUNA OR STEAM TREATMENT. Rest and cool down; allow your heartrate to return, as close as possible, to your resting heartrate before entering this facility.

16. Appointment cancellations must be made eight (8) hours in advance or you will be billed at a rate of fifty percent (50%) for the service.

17. We ask that you arrive fifteen (15) to twenty (20) minutes prior to your service to relax and prepare for your treatment. If you are late for your appointment, it may be shortened to allow the therapist to be on time for the next appointment.

18. For your convenience, a gratuity may be added to the charge for each treatment.

19. Day lockers are available on a per visit basis. Locker keys must be returned at time of checkout. A fee will be charged for keys which are not returned.

20. We recommend you not bring valuables into the spa. Each person entering the spa assumes liability for the loss of any items stored in a locker or common closet.

21. For fire safety reasons, all clothing and personal articles must be stored in a locker or common closet in the locker room and not under benches or in the common areas.

GENERAL DINING AREA RULES AND RESERVATION POLICY

1. When reserving a table, the Host Member must provide the names of all parties. The "Host Member" is defined as the Member or permitted Immediate Family creating the initial reservation for the table.

2. Reservations are strongly recommended for table seating at the dining areas. All reservations are requested to be made at least seven (7) days prior to a holiday or special event, and otherwise at least three days (3) prior to the date requested. Reservations are confirmed on a first come, first served basis. While every effort will be made to accommodate everyone, last minute reservations may be declined if Sterling's personnel is unable to accommodate them without adversely affecting the service of those with reservations.

3. In order to accommodate Members, guest reservations on any evening may be limited.

4. Reservations are required for special events. Members are encouraged to request reservation space for their guests at the time the Member's reservation request is confirmed. Waitlists will be created when demand exceeds capacity.

5. Cancellations are requested to be made more than forty-eight (48) hours prior to the reservation time. Cancellations made less than forty-eight (48) hours in advance may be subject to a cancellation fee.

6. Reservations for the dining areas will be held for only fifteen (15) minutes after the reserved time.

7. Repeated no shows may result in loss of reservation privileges.

DUES, FEES AND CHARGES

1. Dues, fees and charges will be billed on a monthly basis unless otherwise determined by the Club Owner.

2. All dues, fees and charges are billed to each Member's credit card. All Members shall keep a valid approved credit card on file with the Club Owner to which the Member authorizes the Club Owner to charge all dues, fees and charges. The Member shall substitute such credit card with another credit card when it expires. Any transaction occurring after a Member gives notice of resignation will be charged to the credit card on file with the Club Owner.

3. An invoice of the Member's incurred fees or incidental charges and any applicable portion of dues will be sent to the Member on the first (1st) business day of each month. The amount due will be automatically charged against the Member's credit card on file with thirty (30) days after the billing date and otherwise in accordance with the Membership Plan Documents.

4. All Members agree to promptly pay directly to the Club Owner any amounts not paid by the credit card company upon written notice from the Club Owner to the Member. Interest and late fees may be charged on delinquent accounts, as determined appropriate by the Club Owner

5. If a Member fails to pay any amounts within thirty (30) days after written notice from the Club Owner, the Club Owner shall have the right, at any time thereafter, to suspend Membership privileges until the delinquent account is paid in full. Continued delinquency for a period of ninety (90) days or longer from the date of the written notice from the Club Owner, or repeated incidents of delinquency by the Member, may result in termination of the Membership.

6. The Club Owner may also, at its option, take whatever action it deems necessary to effect collection, including without limitation, suspension or termination of a Membership or legal action. If the Club Owner commences any legal action to collect any amount owed by any Member or to enforce any other liability of any Member to the Club Owner, and if judgment is obtained by the Club Owner, the Member shall also be liable for all costs and expenses of such legal action and reasonable attorneys' fees, including any fees required in connection with appellate proceedings.

7. Members and their Immediate Family will be entitled to charge privileges at Sterling's so long as their Membership is in Good Standing; provided that after a Member gives notice of resignation, such Member will no longer be entitled to charge privileges at Sterling's and any transaction thereafter shall be charged to the credit card on file with the Club Owner.

8. A Member's spouse or Significant Other shall be jointly and severally liable for all dues, fees and other charges and liabilities associated with the Membership.

GRATUITIES

1. Cash tipping by Members, their Immediate Family or guests to any employee at Sterling's is not permitted.

2. Sterling's reserves the right to add a gratuity percentage, as determined from time to time by the Club Owner, to all food and beverage upgrade supplements, including private parties or to charge a monthly service charge. The Club Owner may establish a holiday bonus fund for Sterling's employees to be funded by a charge on each Member's November bill. If established, the Club Owner shall be responsible for the distribution of these funds to Sterling's employees during the holiday season.

CONTACT INFORMATION

1. Each Member shall be responsible for filing with the Membership Director, in writing, on a form provided by the Club Owner, their mailing address, e-mail address and telephone number and any changes thereto, where the Member wishes all notices and invoices of Sterling's to be sent. A Member shall be deemed to have received mailings from the Club Owner ten (10) days after they have been delivered to the address on file. In the absence of a mailing address on file, any Sterling's-related mailing may, with the same effect described above, be addressed as the Club Owner determines is most likely to cause its prompt delivery.

2. The Club Owner must be notified in writing of any change of address, telephone numbers or e-mail address of a Member. Failure to do so shall constitute a waiver of the right to receive Sterling's-related notices, bulletins and any other communications, and shall be a violation of these Rules and Regulations.

3. The Club Owner will not provide Members' and their Immediate Family's contact information to third-party vendors or marketing firms that are not affiliated with the Club Owner.

MEMBERSHIP CORRESPONDENCE

Complaints or suggestions concerning the management, service or operation of Sterling's shall be in writing, signed by the Member and addressed to the General Manager. Errors in billing charges should be directed to the attention of the accounting department.

CLUB SERVICES AND ACTIVITIES

1. Private functions are permitted at Sterling's only with prior permission of the General Manager. The individual sponsoring the function shall assume full responsibility for the conduct of guests and the removal of any decor. The sponsor of the function shall be responsible for any damage to the Club Facilities and for the payment of any charges not paid by individuals attending the private function.

2. Special events and functions may be scheduled from time to time at the discretion of the Club Owner.

3. Offsite events and activities may be scheduled from time to time at the discretion of the Club Owner. Reservations for such events will be granted and confirmed on a first come, first served, paid basis and subject to the guest reservation limits described herein.

DISCIPLINE

1. Members are responsible for their own conduct and for the conduct of their Immediate Family and guests. Any Member whose conduct or whose Immediate Family's or guests' conduct shall be deemed by the Club Owner to be likely to endanger the welfare, safety, harmony or good reputation of Sterling's or its Members or is otherwise improper, may be reprimanded, fined, suspended or expelled from Sterling's, and have all privileges associated with their Membership suspended or terminated by the Club Owner. The Club Owner shall be the sole judge of what constitutes improper conduct, but improper conduct will include, without limitation: (i) failing to meet eligibility for Membership; (ii) submitting false information on the Membership Candidate Profile or Membership Agreement; (iii) failing to pay any amount owed to the Club Owner in a proper and timely manner; (iv) failing to abide by the rules and regulations as set forth herein and as established by the Club Owner from time to time; (v) abusing Sterling's personnel or employees, (vi) conviction of a felony (Member or Immediate Family); or (vii) acting in a manner incompatible with the standard of conduct of the existing membership or which would likely injure the reputation of the Members, Sterling's or the Club Owner.

2. Any Member or Immediate Family accused of improper conduct shall be notified of the proposed disciplinary action and shall be given an opportunity to be heard by the Club Owner to show cause why he or she should not be disciplined. If such Member or Immediate Family desires to be heard, the Club Owner shall set a time and date (not less than ten (10) days thereafter) for a hearing. While such complaint is being considered by the Club Owner, the Member or Immediate Family shall enjoy the privileges of Sterling's. Notwithstanding the foregoing, the Club Owner may, without notice and without a hearing, immediately suspend some or all privileges associated with a Membership and/or, after notice, terminate or expel a Member for failure to pay in a proper and timely manner dues, fees or any other amounts owed to the Club Owner as set forth herein, or if the Club Owner determines in its reasonable discretion that a Member, Immediate Family or guest constitutes an imminent threat of harm or injury to persons or property.

3. The Club Owner may restrict or suspend some or all of a Member's Immediate Family's and/or guests' Membership privileges. If the Club Owner determines that a Member's conduct or the conduct of their Immediate Family or guest is improper, the Club Owner may expel the Member, suspend or restrict the Member's membership privileges, or restrict the use privileges of the Member's Immediate Family or guest whose conduct was improper. No Member is entitled, on account of any restriction or suspension, to any refund of any Membership Deposit, dues, fees or other charges. During the restriction or suspension, annual dues and other charges shall continue to accrue and shall be paid in full prior to reinstatement as a Member in Good Standing.

4. The Membership of any Member who has been expelled hereunder shall terminate. All Membership privileges shall cease upon expulsion from Sterling's and the Member shall not receive any refund of prepaid dues.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

1. Each Member as a condition of Membership and each guest as a condition of invitation to the Club Facilities assumes sole responsibility for their property. The Club Owner shall not be responsible for any loss or damage to any personal property used or stored on Sterling's premises, including wine stored on Sterling's premises, unless such loss or damage is directly caused by the gross negligence or illegal conduct of Club Owner or its employees. Any such personal property which may have been left in or on Sterling's premises for six (6) months or more may be sold by the Club Owner, with or without notice, at a public or private sale or may be otherwise disposed of, and the proceeds, if any, may be retained by the Club Owner.

2. No person shall remove from the room in which it is placed or from Club Facilities any property or furniture belonging to the Club Owner without proper written authorization.

3. Every Member shall be liable for any property damage caused by such Member, their Immediate Family and their guests. The cost of such damage shall be charged to the responsible Member's account.

4. Any Member, Immediate Family, guest or other person 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 Owner or who engages in any contest, game, function, experience or other activity operated, organized, arranged or sponsored by the Club Owner, either on or off Sterling's premises, shall do so at their own risk. The Member, their Immediate Family and guests shall release and hold harmless the Club Owner, the General Manager, their affiliates, their successors and assigns and their respective shareholders, partners, directors, officers, members, employees, representatives, agents, successors and assigns (collectively, the "Indemnified Parties") from any and all loss, cost, claim, injury, damage or liability sustained or incurred by them, resulting from the use of the Club Facilities, or otherwise, arising out of or incident to membership and/or from any act or omission of any of the Indemnified Parties. Each Member shall have, owe and perform the same obligation to the Indemnified Parties hereunder in respect to any such loss, cost, claim, injury, damage or liability sustained or incurred by any Immediate Family or guest.

5. Should any party subject to these Rules and Regulations bring suit against any of the Indemnified Parties in connection with any event operated, organized, arranged or sponsored by the Club Owner or on any other claim or matter in connection with membership, and fail to obtain judgment therein against any one or more of them, such party shall be liable to the prevailing Indemnified Parties for all costs and expenses incurred by them in the defense of such suit, including court costs and attorneys' fees and expenses through all appellate proceedings.

IMMEDIATE FAMILY

1. Members are responsible for the conduct and safety of their Immediate Family while using the Club Facilities.

2. Immediate Family may use the Club Facilities in accordance with the Membership Plan Documents.

3. Payment for all charges incurred by the Member's Immediate Family, including any applicable daily guest fees established by the Club Owner from time to time, is the responsibility of that Member.

DRESS CODE

1. It is expected that Members will choose to dress in a fashion befitting the surroundings and atmosphere provided in the setting of Sterling's. The Club Owner may publish dress requirements from time to time. Gentlemen and ladies are requested to dress in a fashion compatible with the appropriate occasion. Shirts and shoes must be worn at all times when on the Club Facilities, except when using the spa, swimming pool and related areas.

2. Members are responsible to inform their guests of event dress codes.

GENERAL GUEST RULES

1. The Club Owner reserves the right to limit the number of guests that are sponsored by a Member on any given day, and/or deny access to the Club Facilities by unaccompanied guests. The Club Owner shall establish from time to time the rate of the daily guest fees, charges and the rules and regulations for use of the Club Facilities by guests. Guest privileges may be denied, withdrawn or revoked at any time for reasons considered sufficient by the Club Owner, in its sole and absolute discretion.

2. All guests must be registered by the Member with the appropriate Sterling's personnel. Upon arrival, the guest must check-in with the reception desk.

3. Members are responsible for the conduct of their guests while using the Club Facilities. If the manner, deportment or appearance of any guest is deemed to be unsatisfactory, the applicable Member shall, at the request of the Club Owner, cause such guest to leave Sterling's.

4. Guests may use the Club Facilities only in accordance with these Rules and Regulations and upon payment of applicable guest fees. The Club Owner may limit the number of guests during special events as well as during each applicable Membership year. Any particular guest may only use the Club Facilities up to a maximum of four (4) times, except as a guest of the Hotel.

5. Payment for all charges incurred by the guest of a Member, including any applicable daily guest fees established by the Club Owner from time to time, is the responsibility of that Member.

6. Guest privileges may be further limited by the Club Owner, from time to time, in accordance with the Membership Plan. Notice of such limitation will be given by the Club Owner to each Member.

EXPELLED, SUSPENDED AND RESIGNED MEMBERS

Expelled and suspended Members, as well as resigned Members who have been identified by the Club Owner, and their Immediate Family, after such expulsion, suspension or identification of a resigned Member, are not welcome at Sterling's, whether as individuals or as part of a group, unless otherwise determined by the Club Owner.

DIVERSITY AND ANTI-HARASSMENT POLICY

The Club Owner is committed to providing a friendly, supportive and productive environment for its Members, Immediate Family, guests and employees. Harassment of any kind by Members, Immediate Family, or guests will not be tolerated. This includes sexual harassment as well as any harassment based upon an individual's race, religion, sex, color or other legally protected class.

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All Rules and Regulations are subject to change from time to time without notice.