



APPLICATION FOR MEMBERSHIP AND SUBSCRIPTION AGREEMENT

1. After delivery to Highland Springs Country Club (the "Club") this application may only be canceled by thirty (30) day written notice to the Club Membership Committee. In the event the Applicant is not approved for membership, the full amount submitted with this application shall be promptly refunded, without interest.
2. In the event the application is approved, no membership certificate or card shall be issued by the Club to the Applicant until the Membership Fee owed to the Club by the Applicant has been paid in full.
3. The Applicant hereby acknowledges receipt of a copy of the Highland Springs Country Club Information Statement dated August 1, 2023 with all exhibits thereto (the "Information Statement"); and agrees to be bound as a Club member by all of the respective terms and conditions of those documents.
4. The Applicant expressly acknowledges that Club membership is being sought solely for social and recreational purposes, and that (a) the Applicant is not seeking the Club membership with any intent or expectation of financial appreciation or investment return; and (b) no representation, oral or written, has been made by the Club or any agent of the Club with respect to any possible appreciation in value or investment return with respect to Club membership. The Applicant acknowledges and understands that there is no reasonable likelihood of any financial return with respect to amounts paid for a Club membership.
5. The Applicant acknowledges that he/she has not relied upon any statements, oral or written, with respect to Club membership other than statements contained in the Information Statement.
6. The Applicant represents that he/she has full capacity and authority to make this application and to subscribe for the Club membership and will comply with all rules, duties, and obligations attendant to Club membership.
7. The Applicant acknowledges and understands that the Club is a corporation not organized for profit under Missouri Law, and that no dividends or other income or return will be received upon or by virtue of Club membership.
8. The Applicant acknowledges that all amounts paid for a Golf or Social Membership are non-refundable, subject to the limitations and conditions set forth in the Club Bylaws which were included in the Information Statement.
9. The Applicant and Applicant's spouse agree to comply with the Club's background and credit screening process. A \$400 non-refundable background screening fee will be charged upon submission of this application.

If the Applicant is married, the signature of both spouses is required.

APPLICANT'S SIGNATURE _____ DATE _____

APPLICANT'S SPOUSE SIGNATURE _____ DATE _____

Accepted for consideration for Membership this _____ day of _____, 20 _____

HIGHLAND SPRINGS COUNTRY CLUB By: _____



PRIMARY MEMBER INFORMATION

Name _____
Home Address _____ City _____ State _____ Zip _____
Cell # _____ Check this box to receive Club texts Business # _____
Email _____ DOB _____
Employer _____ Position _____
Employer Address _____ City _____ State _____ Zip _____

MEMBER INFORMATION - SPOUSE SIGNIFICANT OTHER

Name _____
Home Address _____ City _____ State _____ Zip _____
Cell # _____ Check this box to receive Club texts Business # _____
Email _____ DOB _____
Employer _____ Position _____
Employer Address _____ City _____ State _____ Zip _____

DEPENDENT CHILDREN INFORMATION - Use back of sheet if more space is needed.

Name _____ DOB _____ Male Female
Name _____ DOB _____ Male Female
Name _____ DOB _____ Male Female
Name _____ DOB _____ Male Female

Previous Address (if less than one year at present address):
_____ City _____ State _____ Zip _____

Statement Preference Email Home Address Business Address

Newsletter & Other Home Address Business Address

Other Club Affiliations (Current & Former) _____

SPONSOR MEMBERS OF HIGHLAND SPRINGS COUNTRY CLUB (Two Required)

1. Name _____ Member # _____ Signature _____
2. Name _____ Member # _____ Signature _____
3. Other members known by applicant:

My Membership: Full Golf Social
 Associate/Macha Corporate Social*
 Corporate Golf* Corporate Social Secondary*
 Corporate Golf Secondary* Corporate Social Extension*
 Corporate Golf Extension* Non-Resident

***Requires completion of a Corporate Application.**

Initiation fees and dues are pre-tax values and are non-refundable. Monthly dues are subject to change.

FOR OFFICE USE ONLY - The above signed applied for a _____ membership at Highland Springs Country Club and has submitted an application/subscription agreement & check payable to Highland Springs Corporation for the full \$ _____ membership application deposit required for a _____ membership.

HIGHLAND SPRINGS COUNTRY CLUB

MEMBERSHIP INFORMATION

Dues & Fees Effective April 1, 2024

Highland Springs Country Club is a private golf, tennis and social club designed and operated for the exclusive pleasure and recreation of its members and their guests.

Highland Springs Country Club, Incorporated (the Club) is a Missouri not-for-profit corporation whose members enjoy exclusive rights to use the club facilities. Prospective club members are urged to read the Articles of Incorporation, the Bylaws of the Club, the Club Facilities Acquisition Agreement and the Management Agreement before applying for membership.

The Club Facilities are owned and managed by Highland Springs LLC, a Missouri limited liability company.

CLUB FACILITIES

Location. Highland Springs Country Club is the focal point of the exclusive, 600-acre master-planned Highland Springs Community located just minutes from Springfield via easy access by four-lane U.S. 60, U.S. 65 and the James River Freeway.

Golfing at Highland Springs. The centerpiece of the Highland Springs Community is the 18-hole, par 72 golf course. The 7,115-yard, 200-acre course is destined to be one of the most prestigious and challenging in the Midwest. Designed by Robert Trent Jones II and constructed by Greenscape, Ltd., the course is accented by dramatic terrain variations and water, which comes into play on seven holes. Sand and grass bunkers have been strategically placed to enhance the golfing experience.

The fully irrigated course features A1/A4 Bent Grass greens and Zoysia fairways and tees, all maintained by a trained and certified staff.

All 18 holes are linked by a paved cart path, and cart tunnels accented with stonework have been constructed to eliminate grade crossing on the entrance road.

Golf Members will be eligible for a variety of tournaments for men, women, juniors and couples and will be provided golf instructions, clinics, self-improvement programs for adults and children, practice facilities, putting greens and unlimited use of practice balls for the entire family. The Highland Springs Golf Director heads professionally trained staff responsible for supervising the course and practice ranges and operating the fully equipped pro shop, offering exceptional merchandise, storage and lockers for each member.

The Clubhouse at Highland Springs. Designed with a keen eye to style and function, the Highland Springs Clubhouse offers members 42,000 square feet of the finest facilities and services available. A third-floor remodel, completed in Spring 2022, greets Members & their guests with modern décor and soaring cathedral ceilings with skylights. The banquet areas seat approximately 300 people and the casual dining facility seats an additional 125. All the meeting and banquet rooms have been designed for private entertaining, uninterrupted by members using other Clubhouse facilities. A full-service professional staff helps members plan and direct a variety of functions, including wedding receptions, business meetings, luncheons, banquets and dinner parties.

Club and cart storage and a well-stocked pro shop serves members on the ground floor of the three-story Clubhouse. The second level, or main floor, houses men's and women's locker rooms conveniently accessible to and from the golf and tennis facilities. Wood lockers, a sauna, steam bath, light exercise equipment and a large stock of toiletries and supplies are provided for both men and women. The Men's Grill, Ladies' Lounge and Mixed Grill, also on the second level, seat a total of 100 people. The most spectacular view of the Highland Springs countryside can be found from the top floor in Lounge Nineteen, stretching 30 feet above the ground and located near the main entrance to the Clubhouse.

Tennis at Highland Springs. Five championship tennis courts have been designed for playability and comfort. Each court is completely fenced and fully lighted for evening play. Food and beverage facilities are located adjacent to the tennis courts for the convenience of both players and spectators. Tennis lessons, clinics and tournaments are organized by the staff professional, who also oversees an excellent stocked tennis pro shop.

Swimming at Highland Springs. The sparkling Highland Springs pool is designed in a U-shape with two swimming lengths – 25 meters on one leg, 25-yards on another. The state-of-the-art aquatic amenities, including diving platform, splash pad and

children's wading pool, are directly accessible from the parking lot and served by a separate entryway, snack bar and locker facilities ensuring other Clubhouse functions will not be disturbed.

CLUB MEMBERSHIPS

Membership is by invitation only. Potential club members must have member sponsorship and approval is subject to review by the Membership Committee. Memberships are available in the following classifications:

Golf Membership. (Limited to 450 members) Golf Members and their dependents have unlimited Golf, Tennis, Swimming and Clubhouse privileges.

Social Membership. (Limited to 300 members) Social Members and their dependents have unlimited Tennis, Swimming and Clubhouse privileges. Social Members may have golf privileges a maximum of six (6) times a year; three (3) in season and three (3) off season each year at the guest fee rate of a *Guest of a Member* (Tuesday through Friday only). Subject to availability of tee times.

Corporate Membership. (Limited to 100 Golf and 100 Social members) Corporate Membership is issued in the name of a corporation, partnership, trust or other business organization purchasing the membership satisfying the guidelines outlined below.

Business and institutions may purchase Corporate Memberships if they satisfy the following criteria:

- Employ more than 100 persons; or
- Perform a public or community service or function; or
- Other criteria approved by the Board of Directors.

The rights and privileges of the membership are the property of the corporation or firm purchasing the membership.

A corporate member must designate an individual director, officer or executive for use of the Corporate Membership and the designee is subject to approval of the Membership Committee. The designated individual may be changed upon payment of a transfer fee, but each new designee is subject to approval of the Membership Committee.

The designee of a corporate member enjoys the same privileges as an individual member. No organization may hold more than four (4) Corporate Memberships.

Secondary Corporate Membership. (Limited to 50 Golf and 50 Social) A Corporate Golf Member may also have up to six (6) Secondary Corporate Golf Memberships and/or up to six (6) Secondary Corporate Social Memberships and a Corporate Social Member may have up to six (6) Secondary Corporate Social Memberships.

Corporate Extension Memberships. A Corporate Golf Member may also have up to three (3) Corporate Extension Golf Memberships and/or up to three (3) Corporate Extension Social Memberships and a Corporate Social Member may also have up to three (3) Corporate Extension Social Memberships.

Associate Golf Membership. (Limited to 100 members) Ages 18 - 40. Associate Members and their dependents have unlimited Golf, Tennis, Swimming and Clubhouse privileges. The age of the oldest spouse is the determining factor in which a husband or wife qualifies for an Associate Membership.

Non-Resident Golf Membership. Non-Resident Members and their dependents have unlimited Golf, Tennis, Swimming and Clubhouse privileges. Person must reside outside these counties: MISSOURI - Barry, Barton, Benton, Camden, Cedar, Christian, Dade, Dallas, Douglas, Greene, Hickory, Henry, Howell, Jasper, Laclede, Lawrence, McDonald, Miller, Morgan, Newton, Ozark, Polk, Pulaski, St. Clair, Stone, Taney, Texas, Vernon, Webster and Wright; ARKANSAS - Baxter, Benton, Boone, Carroll and Marion.

Commuter Non-Resident Golf Membership. Members and their dependents have unlimited Golf, Tennis, Swimming and Clubhouse privileges. Only persons who live in the following counties shall be eligible for a Commuter Non-Resident Membership: MISSOURI – Barton, Benton, Camden, Henry, Howell, Jasper, McDonald, Miller, Morgan, Newton, Pulaski, St. Clair, Texas and Vernon; ARKANSAS – Baxter, Benton, Boone, Carroll and Marion.

Junior Golf Membership. For children of Social Members or grandchildren of Golf Members Ages 14 - 21.

Membership Application. Application forms completed by eligible candidates must be accompanied by a Membership Application Deposit of \$1,000 and be submitted to the Highland Springs Membership Committee.

All applicants' names will be sent to the Membership via email 14 days prior to the applicants being considered by the Board.

If Membership is denied, the Membership Application Deposit will be refunded in full.

If Membership is granted, payment of full Membership Fee is due within 30 days of acceptance. The first month's dues are also payable at that time. Financing may be available for Golf & Social Memberships. Interested applicants should call the Highland Springs Management Office for details.

Guest Policy. While use of the Club facilities by a member's guest is permitted, the Club Management reserves the right to limit the number of times an individual guest may use the tennis or golf facilities during each calendar year. Guests may only use those facilities available to the hosting member and any use fees for the guest will be charged to the member.

Monthly Food Minimum. A monthly food minimum is applicable to Golf, Social and Associate Members. Only prepared foods, including to go orders, apply towards the food minimum; all liquor charges are excluded.

Refunds. Membership at Highland Springs is a leisure investment, not a financial one. A resigning member may qualify for a partial refund of the Initiation Fee to be paid when the Club has reached the established capacity of 450 Golf or 300 Social Memberships, unless the member joined under a non-refundable membership. In recent years, all new memberships have been nonrefundable.

No interest is paid on refunded fees and there is no possibility that amounts paid for memberships will result in appreciation or financial return for the member. Members of Highland Springs Country Club do not own stock in the Club with their Membership Fee. Memberships are non-proprietary and members have no right of ownership in any of the Club's assets, except as prescribed by the Club Purchase Agreement.

Memberships are non-assessable and members have no liability for any financial obligations of the Club prior to the transfer of ownership under the Club Purchase Agreement.

Number of Members. The maximum number of Golf and Social Memberships that are outstanding at any time will be determined by the Owner, until the transfer of ownership. Following the transfer, the Club will determine outstanding memberships based on the usage of relevant Club Facilities and subject to capacity levels established by the Bylaws. No member can compel the Owner to issue more memberships of any category or to stop issuing additional memberships.

Before the Club reaches its full capacity, the Owner reserves the right to offer annual Club privileges to any individual or corporation with a waiver or reduction of the Membership Fee, provided:

- a) full dues are paid for the member,
- b) the member is acceptable to the Membership Committee, and
- c) the established capacity levels of the Club are not exceeded.

Upgrading Membership. If Golf Memberships are available, Social Members may upgrade their memberships by paying the difference between the original Membership Fee and the current fee for the Golf Membership. When no memberships are available, members who wish to upgrade will be placed on a waiting list as described below.

Waiting Lists. When a classification of membership has been filled, additional members may be admitted only when an existing member resigns. Waiting lists have been divided into four priorities:

First Priority - Highlands Springs Subdivision landowners who purchased their residence site from Highland Springs Development Company.

Second Priority - Owners of residential property in Highland Springs Subdivision.

Third Priority - Social Members who wish to upgrade to a Golf Membership.

Fourth Priority - All others.

MEMBERSHIP FEES

Golf Membership — Individual or *Corporate. (Limited to 450 members) Golf Members and their dependents have unlimited Golf, Tennis, Swimming and Clubhouse Privileges.

Membership Fee:	\$10,000.00 Individual (taxable) – non-refundable
Monthly Dues:	\$646.00 + tax
Monthly Food Minimum	\$55.00

Terms: \$1,000 due with application, with the remaining \$9,000 due upon acceptance.

Social Membership — Individual or *Corporate. (Limited to 300 members) Social Members and their dependents have unlimited Tennis, Swimming and Clubhouse privileges. Social Members may have golf privileges a maximum of six (6) times a year; three (3) in season and three (3) off season at the guest fee rate of a *Guest of a Member* (Tuesday through Friday only). Subject to availability of tee times.

Membership Fee:	\$2,500 Individual & Corporate (taxable) – non-refundable
Monthly Dues:	\$318.00 + tax
Monthly Food Minimum:	\$55.00

Terms: \$1,000 due with application, with the remaining \$1,500 due upon acceptance.

***Corporate Membership Guidelines.** (Limited to 100 Golf and 100 Social) The Corporate Membership is held by the company or firm receiving the membership, which shall designate an officer, director, owner, partner or full-time employee of the corporation or firm to use the membership (the designee). The Corporate Member and the designee shall be jointly liable for payment. Each Corporate Membership shall have only one Designee, but a company or firm may have as many as four (4) Corporate Memberships. In the event a designee is changed, there is a \$500 + tax transfer fee. Corporations may purchase Corporate Memberships if they satisfy the following criteria:

- Employ more than 100 persons; or
- Perform a public or community service or function; or
- Other criteria approved by the Board of Directors.

Secondary Corporate Membership. A Corporate Golf Member may also have up to six (6) Secondary Corporate Golf Membership and/or up to six (6) Secondary Corporate Social Memberships and a Corporate Social Member may also have up to six (6) Secondary Corporate Social Memberships, all of which shall be held by the company or firm receiving the membership, which shall designate a full-time employee of the corporation or firm to use the membership (the designee). Privileges of use shall extend to the designee and his/her dependents. There shall not be more than fifty (50) Secondary Corporate Golf Memberships which shall be included in the one hundred (100) Corporate Golf Memberships, nor more than fifty (50) Secondary Corporate Social Memberships which shall be included in the one hundred (100) Corporate Social Memberships. Secondary Corporate Members shall not be entitled to vote nor be eligible for nomination and election to the Club Board of Directors. In the event the designee is changed there will be a transfer fee of \$500 + tax. There shall be no refund for any Secondary Corporate Memberships. Secondary Social Members shall not be eligible for golf privileges.

Secondary Corporate Golf	
Membership Fee:	\$10,000.00 (taxable) – non-refundable
Monthly Dues:	\$646.00 + tax
Monthly Food Minimum:	\$55.00

Secondary Corporate Social	
Membership Fee:	\$2,500.00 (taxable) – non-refundable
Monthly Dues:	\$318.00 + tax
Monthly Food Minimum:	\$55.00

Refund Guidelines. Upon the death or resignation of a Golf or Social Member, they, their estate or heirs will receive a refund of the original membership fee paid by the Member, or the current fee for the same type of membership, whichever is lesser, less \$10,000 for Golf or \$2,500 for Social (unless joining under a non-refundable membership promotion), provided the Club has a full complement of members within the same classifications of membership and the Member's account with the Club has been paid in full. In the event the same classification of membership is not full when the Member resigns, or dies, the refund

will be paid when the classification is filled. If a list of resigned members awaiting membership fee refunds should exist, refund shall be made chronologically to the first person on the list, based upon the date of resignation.

Associate Golf Membership (Macha) — Individual. (Limited to 100 members) Members and their dependents have unlimited Golf, Tennis, Swimming and Clubhouse privileges. Ages 18 - 40. The age of the oldest spouse is the determining factor in which a husband or wife qualifies for the membership.

Age 21-29
Membership Fee: \$5,000.00 (taxable) – non-refundable
Monthly Membership Fees/Dues: \$348.00 + tax
Monthly Food Minimum: \$55.00

Age 30-34
Membership Fee: \$7,500.00 (taxable) – non-refundable
Monthly Membership Fees/Dues: \$450.00 + tax
Monthly Food Minimum: \$55.00

Age 35-39
Membership Fee: \$9,000.00 (taxable) – non-refundable
Monthly Membership Fees/Dues: \$646.00 + tax (age 35 to age 40)
Monthly Food Minimum: \$55.00

Terms: \$1,000 due with the application, with the remaining due upon acceptance. At age 40, Associate may transfer to a Social or a full Golf Membership (non-refundable) to continue as a member. Associate will receive 100% credit on the initiation fee and 50% credit on the total monthly fees/dues paid in while an Associate. If transferring to a Golf Membership, the credits will be applied to the fee that was in effect at the time the Associate became a member. The same credits will be applied to a Social Membership; credits cannot exceed the Social Membership Fee.

Non-Resident Golf Membership — Individual. Members and their dependents have unlimited Golf, Tennis, Swimming and Clubhouse privileges. Person must reside outside these counties: MISSOURI - Barry, Barton, Benton, Camden, Cedar, Christian, Dade, Dallas, Douglas, Greene, Hickory, Henry, Howell, Jasper, Laclede, Lawrence, McDonald, Miller, Morgan, Newton, Ozark, Polk, Pulaski, St. Clair, Stone, Taney, Texas, Vernon, Webster and Wright; ARKANSAS - Baxter, Benton, Boone, Carroll and Marion.

Membership Fee: \$ 3,500.00 (taxable) – non-refundable
Monthly Dues: \$190.00 + tax

Terms: \$1,000 due with the application, with the remaining \$2,500 due upon acceptance.

Commuter Non-Resident Golf Membership — Individual. Members and their dependents have unlimited Golf, Tennis, Swimming and Clubhouse privileges. Only persons who live in the following counties shall be eligible for a Commuter Non-Resident Membership: MISSOURI – Barton, Benton, Camden, Henry, Howell, Jasper, McDonald, Miller, Morgan, Newton, Pulaski, St. Clair, Texas and Vernon; ARKANSAS – Baxter, Benton, Boone, Carroll and Marion.

Membership Fee: \$3,500 (taxable) – non-refundable
Monthly Dues: \$348.00 + tax

Terms:\$1,000 due with the application, with the remaining \$2,500 due upon acceptance.

Junior Golf Membership. For children of Social Members or grandchildren of Golf Members (ages 10 - 21).

Annual Membership Fee \$ 500.00 (taxable) – non-refundable

Junior Golf Extension Membership. For children of Golf Members who are the ages of twenty-two (22) through twenty-five (25).

Annual Membership Fee \$ 1,200.00 (taxable) – non-refundable

MANAGEMENT AND OPERATIONS

Highland Springs Country Club is managed by Highland Springs LLC, and is subject to the Bylaws, a Club Facilities Acquisition Agreement, and a management agreement between Highland Springs LLC and Highland Springs Country Club, Inc. (the member not-for-profit corporation).

Management of the Club, including the establishment of all fees and charges and the financing of any operating deficits, is the responsibility of Highland Springs LLC (prior to the transfer of ownership under the club facilities Acquisition Agreement). All employees are compensated by and responsible to Highland Springs LLC.

The Board of Directors is primarily responsible for the review of membership applications and may establish a standing Membership Committee for this purpose. The Board is also free to appoint other member committees to assist and advise regarding Club operations.

Highland Springs LLC, in consultation with the Board of Directors, will establish rules governing the Club's operation and the activities and conduct of the members. These rules may be amended from time to time.