

ANTHEM GOLF AND COUNTRY CLUB

Introduction to Membership Program

Description of Club

Del Webb Golf Corp., an Arizona for profit corporation ("**Club Operator**"), owns, operates, and manages various social and recreational facilities within the planned community located in Maricopa County, Arizona, known as Anthem Country Club. The club facilities include or are planned to include a swimming pool, tennis courts, fitness center, and clubhouse with food and beverage facilities (the "**Social Facilities**"); and an 18-hole championship golf course, a practice range, men's and ladies' locker rooms, club storage facilities, and a golf shop (the "**Golf Facilities**"). The Social Facilities and Golf Facilities are collectively referred to as the "**Club Facilities**".

The Club will be a private, non-equity golf club. **Club Operator may allow the general public to use the dining facilities and play the golf course on a daily fee or other basis until such time as 80% of the Golf memberships have been issued on a nonrecallable basis. Thereafter, regular use of the dining facilities by the general public and regular daily fee play on the golf course will be limited in accordance with the Membership Policies for Anthem Golf and Country Club, as they may be amended ("Membership Policies").**

Membership Opportunities

Club Operator has established a membership program by which the owners of each lot (whether improved or unimproved) in the Anthem Country Club community obtain a Social membership. In addition, property owners and others may apply for Golf memberships which provide greater access to and privileges of using the Club Facilities.

Social Membership allows use of all of the Social Facilities and limited rights to use the Golf Facilities as described in the Membership Policies, all subject to availability and payment of applicable fees. All property owners in the Anthem Country Club community become Social members upon taking title to their lot or home.

Golf Membership allows use of all of the Club Facilities including the golf course, practice range and other golf-related facilities, subject to availability, as described in the Membership Policies. Golf membership is subject to application and approval and payment of an initiation fee. Property owners in the Anthem Country Club community and others are eligible to apply for Golf membership. Golf memberships issued to persons who do not own a lot or home in the Anthem Country Club community may be issued on a recallable or non-recallable basis, in the discretion of Club Operator.

Corporate Membership allows a business entity to designate up to three individuals to use all of the Club Facilities, subject to availability, as described in the Membership Policies. Corporate membership is available only to business entities and is subject to application, approval and payment of an initiation fee which varies based upon the number of desired users. Applicants for Corporate membership need not own property in the Anthem Country Club community. Corporate memberships are subject to recall by Club Operator on 90 days' written notice.

All memberships represent a license to use designated Club Facilities in common with such other persons as Club Operator may authorize from time to time, which may include unaccompanied daily fee golfers as provided in the Membership Policies. **Members acquire no ownership, proprietary, or beneficial interest in, or right to control, Club Operator or the Club Facilities.**

Membership Procedures

The owners of each lot or home in the Anthem Country Club community will receive a Social membership upon acquiring title to such lot or home. Each Social member must complete, sign and return to Club Operator a Social Member Information and Membership Agreement as a condition of using the Club Facilities.

Any person desiring to apply for Golf or Corporate membership shall submit to Club Operator a completed and signed application, a signed membership agreement, and a deposit fee (as set forth in the membership application). If a purchaser of a home or lot in the Anthem Country Club community indicates, in writing at the time of contract, that the purchaser has an interest in acquiring a Golf membership, Club Operator will reserve a Golf membership for the purchaser for a limited period of time. If the purchaser fails to submit a completed application for Golf membership within 30 days after signing a contract for the purchase of such home or lot and pay the first installment of the required initiation fee, the membership will be released and there is no guarantee that Golf membership will thereafter be available.

An application package containing the appropriate forms and a schedule of current fees is available from the Membership Director. No application shall be considered until it is complete and all required information has been submitted to Club Operator. Applications for Golf or Corporate membership shall be handled in accordance with the following procedures:

Review. Within 30 days after receiving a completed application and all required information and fees, Club Operator will review and consider the application, conduct such investigation of the applicant's credit and references as Club Operator deems appropriate, and make a determination as to whether to accept or reject the application. Club Operator reserves the right to approve or reject any application in its sole discretion, and its decision on any application shall be final. Applications for membership will be considered without regard to race, religion, creed, color, sex, national origin, physical disability or sexual preference.

Notification. If the applicant is approved for membership in the category applied for, the applicant will be notified, in writing, that the application has been acted upon favorably. If such membership is then available, the applicant shall have 5 days after the date of such notice to submit the balance of the initiation fee, unless (i) the applicant is under contract to purchase a lot or home in the Anthem Country Club community from the Community Developer, in which case the balance is due on or before close of escrow, or (ii) a different payment schedule is set forth in the applicant's membership agreement, in which case the balance shall be due in accordance with such schedule. If an application is not acted upon favorably, the Club shall so notify the applicant and the applicant must wait at least 12 months before submitting another application for Golf or Corporate membership.

Waiting List. If an applicant is approved for Golf membership but such membership is not then available, Club Operator shall notify the applicant that he or she has been placed on the waiting list and will be notified when a Golf membership becomes available. Club Operator shall retain a non-refundable deposit to hold applicant's place on the waiting list. The applicant may at any time submit a written request to be removed from the waiting list, upon receipt of which Club Operator shall remove the applicant's name and retain the applicant's non-refundable waiting list deposit.

The waiting list for Golf membership shall be maintained in the following order of priority, with applicants having the same level of priority placed on the list on a first-come (determined on basis of date of application), first-served basis:

- (1) applicants for Golf membership who purchased or are under contract to purchase a lot or home in the Community from Anthem Arizona, L.L.C. (the "Community Developer") or its affiliates and who applied for Golf membership prior to close of escrow on such lot or home; then
- (2) Social members who purchased their lot or home in the Community from the Community Developer or its affiliates and who desire to upgrade to Golf membership; then
- (3) any other approved applicant.

An applicant on the waiting list shall have 10 days after receiving written notice from Club Operator that a membership has become available to accept such membership by submitting to Club Operator the balance of the applicable initiation fee (as in effect at the time of submission of the applicant's application).

If an applicant fails to submit the balance of the initiation fee due within the allotted 10-day period, the applicant shall be removed from the waiting list and Club Operator shall retain the applicant's non-refundable waiting list deposit unless, within such 10-day period, the applicant submits a written request to remain on the waiting list rather than accepting the membership at such time. Upon receipt of such a request within the allotted period, the applicant's name shall be moved to the end of the waiting list (but still subject to the foregoing priorities). An applicant may elect to remain on the waiting list only once; if the applicant fails to accept the membership when next offered, Club Operator shall remove the applicant's name from the waiting list and retain the applicant's non-refundable waiting list deposit.

Issuance of Membership

Following approval of an applicant, notice to the applicant of the availability of a membership, and receipt from the applicant of the applicable initiation fee and signed membership agreement within the required time period, Club Operator shall execute the applicant's application and membership agreement, indicating its acceptance of the applicant for such membership. Such acceptance shall be subject to the applicant taking title to a lot or home in the Community if ownership of such lot or home is a condition of eligibility for the membership; however, Club Operator may, in its sole discretion, grant temporary use privileges to approved applicants who are under contract to purchase a home or lot in the Community from the Community Developer pending close of escrow on such lot or home, in exchange for payment of dues during such interim period. Club Operator may also issue membership cards to the member and all

authorized users, identifying the authorized holder and the sponsoring member, if applicable, the category of membership, and the member's club account number, if any.

Terms and Conditions

All rights of members to use the Club Facilities are subject the terms and conditions set forth in a membership agreement entered into between the member and Club Operator and payment of such initiation fee, dues, and other charges as Club Operator may establish from time to time. All memberships are subject to the Membership Policies and the Rules of Anthem Golf and Country Club, as they may be amended, which set forth various policies relating to membership, management, operation, and use of the Club Facilities. Prospective members are urged to read carefully and familiarize themselves with each of these documents before making a decision to acquire a membership.

Summary

This introduction to the membership program is a description of Club Operator's current policies for offering memberships in the Club and is subject to change in Club Operator's discretion. The description of memberships is not intended to be exhaustive and is qualified by the more detailed information set forth in the Membership Policies.

Further Information

Questions regarding the Club or the membership program may be directed to the Club's Membership Director Tuesday through Saturday from 9:00 a.m. to 5:00 p.m. at: 2708 West Anthem Club Drive or 1-888-GR8-GOLF ext 6202.

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ANTHEM GOLF AND COUNTRY CLUB

MEMBERSHIP AGREEMENT

(Golf Upgrade - Property Owners)

THIS MEMBERSHIP AGREEMENT ("**Agreement**") is entered into as of the _____ day of _____, 20____, by and between DEL WEBB GOLF CORP., an Arizona for profit corporation ("**Club Operator**"), and _____ ("**Member**").

RECITALS

Club Operator owns, operates and manages certain real property and facilities known as Anthem Golf and Country Club ("**Club**"), located in the planned community known as Anthem Country Club in Maricopa County, Arizona (the "**Community**"). The facilities of the Club presently consist of or are planned to include a swimming pool, tennis courts, a fitness center, and a clubhouse with food and beverage facilities (collectively, the "**Social Facilities**"), as well as an 18-hole championship golf course, practice facilities, men's and ladies' locker rooms, a golf shop, and club storage facilities (collectively, the "**Golf Facilities**").

Member wishes to acquire and Club Operator desires to grant to Member a non-exclusive license to use the Golf Facilities as a Golf member of the Club (the "**Membership**") upon payment of an initiation fee and such other membership fees as Club Operator may establish from time to time.

NOW, THEREFORE, in consideration of Member's payment to Club Operator of an initiation fee in the amount set forth on the signature page to this Agreement (the "**Initiation Fee**"), and in further consideration of the mutual covenants set forth in this Agreement and other good and valuable consideration, Club Operator hereby grants to Member, and Member hereby accepts from Club Operator, the Membership which constitutes a license to use the Golf Facilities on the following terms and conditions:

TERMS AND CONDITIONS

1. Membership Documents. The Membership shall be subject to the terms and conditions set forth in this Agreement, the Member's Application for Golf Membership in Anthem Golf and Country Club ("**Application**"), the Membership Policies of Anthem Golf and Country Club, as in effect from time to time ("**Membership Policies**"), and the Rules of Anthem Golf and Country Club, as in effect from time to time ("**Club Rules**"). By execution below, Member acknowledges receipt of the Membership Policies dated _____, _____ and the Club Rules and agrees to be bound by and comply fully with the terms and provisions of all of the foregoing documents, as they may be amended, and to be responsible for compliance by Member's family members and guests.

2. Term of Membership. The Membership shall commence on the Commencement Date set forth on the signature page of this Agreement and shall continue in effect until terminated as provided in this Agreement and the Membership Policies. The issuance and termination of the

Membership shall not affect Member's rights or obligations under any Social membership issued to Member by virtue of Member's ownership of a lot or home in the Community, which rights and obligations shall be separate and independent of the Membership and this Agreement.

3. Initiation Fee and Membership Fees.

(a) The portion of the Initiation Fee designated on the signature page hereto as a "deposit" must be paid by Member upon signing this Agreement. When Member purchases the Lot (hereinafter defined) the balance of the Initiation Fee shall be due and payable in full unless the Addendum entitled "Installment Payment Addendum to Membership Agreement" (the "**Addendum**") is attached hereto and signed by Member. In such case, Member's obligation to pay balance of the Initiation Fee and interest thereon shall be governed by the Addendum. The deposit will be applied to the Initiation Fee when Member purchases the Lot. If Member does not purchase the Lot and so long as the Membership has not been activated, the deposit will be refunded to Member, provided that Club Operator may retain ten percent (10%) of the deposit as liquidated damages (and not as a penalty) for Club Operator's administrative costs in connection with this Agreement. If Member does not purchase the Lot, Member shall have no further rights hereunder.

(b) In addition to the Initiation Fee, Member understands that the Membership shall be subject to payment of such other fees, dues, and other charges as Club Operator may establish (such other fees, dues and charges, collectively, "**Membership Fees**"), all of which are subject to change from time to time. Member agrees to pay all Membership Fees on or before the due date thereof. Member understands that the obligation to pay dues for the Membership shall commence on the Commencement Date set forth on the signature page of this Agreement or on the date the golf course is first open for regular play, whichever is later. Member understands that Club Operator may require that all other charges incurred by Member at the Golf Facilities be charged to Member's bank credit card and Member agrees to provide such credit card information and authorization as Club Operator may request for such purpose.

(c) Member understands that delinquency in paying Membership Fees may result in late charges, interest on the amount past due until paid at a rate determined by Club Operator (not to exceed 18% per annum), suspension or termination of the Membership privileges. Member agrees to be responsible for all charges incurred by Member's authorized users and guests in their use of the Club Facilities. Member further agrees that if he or she is delinquent in paying any Membership Fees, Club Operator shall be entitled to charge Member's bank credit card or take other action to recover from Member late charges, interest, and all costs and expenses which it reasonably incurs in attempting to collect the past due amounts, including attorneys' fees and court costs, whether or not suit is filed. **If Member is now or hereafter becomes the owner of real property in the Community, Member understands and agrees that Club Operator shall be entitled to a lien against such property to secure payment of all Membership Fees, including attorneys' fees and court costs.**

4. Assumption of Risks and Indemnification.

(a) In consideration of the Membership and as a condition of using the Club Facilities, Member agrees to all risks associated with the use of the Club Facilities, including

risks associated with use of or proximity to the golf course (e.g., being hit by a golf ball, struck by lightning, falling) and agrees to release and indemnify Club Operator from and against any and all losses, expenses, liens, claims, demands, and causes of action of every kind and character for death, personal injury, property damage or any other liability, damages, fines, or penalties, including costs, attorneys' fees and settlements, resulting from, arising out of or in any way connected with the use of the Club facilities by Member, Member's family members, guests, approved designees, and their family members and guests, except to the extent directly resulting from the gross negligence or willful misconduct of Club Operator or its employees. As used in this paragraph, "Club Operator" shall include Del Webb Golf Corp., its successors, assigns and employees, and all persons, corporations, partnerships, and other entities with which it is or may in the future become affiliated. This paragraph shall survive the termination of this Agreement with respect to any property damage, personal injury, or death occurring prior to such termination.

(b) Member, as a condition of the membership, and each of Member's authorized users and guests, as a condition of invitation to use the Club Facilities, assume sole responsibility for their personal property. Member acknowledges and understands that Club Operator shall not be responsible for any loss or damage to any personal property which Member, Member's family members, guests, approved designees, or their family members or guests may use or store on the Club premises, whether in lockers or elsewhere, except to the extent directly resulting from the gross negligence or willful misconduct of Club Operator or its employees. Member also acknowledges and understands that he or she shall be liable for any property damage or personal injury at the Club, or at any activity or function operated, organized, arranged, or sponsored by the Club, which Member, Member's family members, guests, approved designees, or their family members or guests may cause. If Member arranges or sponsors any activity or function on the Club premises, Member shall be responsible for any such damage or injury even if such damage or injury was not caused by Member. Member agrees that Club Operator may charge the cost of any such damage to his or her Club account.

5. No Vested Interest. Member acknowledges that in acquiring a Golf membership, Member acquires only a license to use the Club Facilities on a priority basis in accordance with this Agreement and the Membership Policies, and in common with such other persons as Club Operator may authorize from time to time, which may include the general public in accordance with the Membership Policies. Member acknowledges that he or she acquires no rights in or to the Club Facilities nor any right to participate in the management or control of the Club Facilities.

6. Transfer and Assignment of Membership. Member acknowledges that the membership conferred hereunder may not be pledged or assigned and is not transferable, unless and except as otherwise specifically set forth in this Agreement or the Membership Policies.

7. Condition of Property Ownership. Member acknowledges that a condition to issuance of and continuing eligibility to hold the Membership is Member's ownership of a residential lot or home in the Anthem Country Club community in Maricopa County, Arizona (a "Lot"). In the event that Member ceases to be a contract purchaser or record owner of a Lot, the Golf membership shall terminate, unless Club Operator agrees to permit Member to retain such

Membership (which it shall have no obligation to do), in which event the Membership shall be subject to recall by Club Operator on 90 days' notice, as provided in the Membership Policies.

8. Termination; Payment upon Repurchase. In the event of resignation by the Member or termination of the Membership and repurchase by Club Operator, and if and only if the Member has paid the Initiation Fee in full, Member shall be entitled to receive 80% of the initiation fee which Club Operator is then charging for Golf membership, not to exceed 100% of the Initiation Fee actually paid by Member, as set forth on the signature page of this Agreement. Club Operator shall be entitled to deduct from such amount any outstanding fees, dues, and other charges due from Member. If Member is paying the Initiation Fee in installments pursuant to the Addendum, Member agrees to pay each installment as and when due under the Addendum. If Member fails to make such installments as and when due on more than three occasions (as reflected on the records of Club Operator, which shall be conclusive and govern), the Club Operator may terminate the Membership and Member will not be entitled to any refund of amounts paid or payable. This right of termination will be in addition to the Club Operator's other rights and remedies under the Addendum.

9. Golf Carts. Member acknowledges that only electrically powered golf carts will be permitted within the Community and that golf cart usage in portions of Anthem outside of the Anthem Country Club Community is prohibited. Club Operator will permit Member to use a privately-owned golf cart, subject to payment of a private cart service fee, provided the golf cart is inspected annually and approved by Club Operator for compliance with such standards as Club Operator may establish. Club Operator reserves the right to deny approval for a golf cart that does not meet such standards. Upon Club Operator's approval of Member's privately-owned golf cart and receipt of the annual private cart service fee, Club Operator will issue an identification number and an annual decal for such golf cart which must be displayed in clear view on the golf cart. Such decal permits the Member or its authorized users, if any, to operate the golf cart within the Community, provided the operator has a valid automobile driver's license and such vehicle is equipped properly to be driven upon the private streets located within the Community and complies with all local, state and federal laws.

MEMBER ACKNOWLEDGES THAT HE OR SHE IS ACQUIRING A GOLF MEMBERSHIP FOR THE SOLE PURPOSE OF OBTAINING RECREATIONAL USE OF THE FACILITIES OF THE CLUB AND NOT AS AN INVESTMENT OR WITH ANY EXPECTATION OF MAKING A PROFIT FROM THE OWNERSHIP OR FUTURE TRANSFER OF THE MEMBERSHIP.

This Membership Agreement shall not be binding upon Club Operator unless and until the Applicant's Application is approved and accepted on behalf of Club Operator as provided therein and this Agreement is executed below by Club Operator.

IN WITNESS WHEREOF, Club Operator and Member have caused this Agreement to be executed on their behalf on the date first above written.

CLUB OPERATOR:

DEL WEBB GOLF CORP., an Arizona corporation

By: _____

Its: _____

MEMBER:

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Address: _____

PRIMARY MEMBER (if membership held in joint names): _____

INITIATION FEE: \$47,500.00

Cash Program

Deposit Paid at Time of Application: \$5,000.00

Balance Due By Close of Escrow for the Lot
(unless activated prior to closing, in which case upon activation): \$42,500.00

Installment Program*

If the Installment Program is applicable, a Deposit of \$5,000.00 will be due at Time of Application and the balance will be due pursuant to the Addendum.

COMMENCEMENT DATE OF MEMBERSHIP: _____