

HORIZONS CLUB AT GRENELEFE

**FREQUENTLY ASKED QUESTIONS REGARDING
RESERVATION PROGRAM**

The following questions and answers are designed to provide an understanding of Horizons Club at Grenelefe (the "Club") and the membership opportunities available through a reservation program at the Club.

Q: What is the membership opportunity at the Club?

A: Feltrim Grenelefe Developments, LLC, (the "Company"), is offering an exciting opportunity to become a member of Horizons Club at Grenelefe in either one of two categories of membership: Golf or Sports. The Club's facilities will consist of golf, recreational, marina and resort facilities and amenities located at Horizons at Grenelefe, an existing 1,200-acre master planned residential community lying within the Grenelefe Utility Enclave Area, as designated by Polk County, Florida and such other persons and/or communities designated by the Club (the "Community").

In order to ensure a stable source of revenue for the Club and further the long term success of the Club, which is an integral part of the Community, each purchaser of a residential unit in the Community ("Unit") from Feltrim Grenelefe Condominiums, LLC (the "Seller") is required to acquire and maintain at least a Sports Membership in the Club pursuant to the declaration of covenants, conditions and restrictions for the Community ("Declaration").

Q: What facilities and amenities will the Club offer to its members?

A: Members, their families and guests will enjoy the following exceptional facilities at the Club (the "Club Facilities"):

- West Course, an 18-hole championship golf course redesigned by Arnold Palmer;
- Resort Course, a 27-hole golf course redesigned by Ron Garl;
- Golf Practice Facilities;
- West Course Clubhouse featuring a pro shop, grille room and locker rooms;
- Resort Course Clubhouse featuring a pro shop, restaurants, snack bars and locker rooms;
- A Marina and Boat Club on Lake Marion for boating and fishing, including a boat ramp, club boats and jet skis;
- Tennis Center; and
- Pool.

In addition, members will have access to an upscale full service conference hotel (the "Hotel") located in a Village Center that features the following:

- 250 to 350 keys, through a combination of standard guest rooms and 100 villa-type units;
- Dining in two to three food outlets and two bar outlets;
- Full service spa & fitness facility;
- Pool Complex;

- 50,000 square feet of conference space;
- Full service business center; and
- Retail areas.

Resort guests at the Hotel will have access to certain Club Facilities, in the sole discretion of the Club.

Q: What additional amenities and special benefits will a new membership at the Club offer?

A: Members, their families and guests will enjoy the following additional amenities and benefits of membership at the Club:

- Limited number of 525 Golf Members to maintain access to member-only facilities, golf facilities and benefits and events;
- Preferred tee-times and greens fees;
- Complimentary greens fees for Golf Members;
- Reduced greens fees for Sports Members at 60% of what hotel guests pay;
- 100% refundable membership price less 30% transfer fee;
- Priority dining reservations at both the Hotel restaurants and the Resort Course Clubhouse;
- Preferred pricing on retail purchases and food and beverage purchases at both the Hotel and the Resort Course Clubhouse;
- Immediate Family Privileges;
- Extended Family Privileges;
- Transferability of membership with sale of a Unit;
- Inheritability;
- No assessments for operating deficits and capital improvements;
- Member newsletter;
- Member concierge services.

Q: What types of services will the member concierge provide?

A: The Club provides a member concierge service which affords a variety of personal services and business assistance. The concierge service is included with a membership, but

members are responsible for the cost of services scheduled via the concierge. For convenience, some of these services may be charged to the member's account.

Q: Are improvements of existing facilities planned?

A: Yes. The Club plans the following improvements and additions to the existing facilities available for member use:

- Renovation of both golf courses and existing facilities;
- Construction of new hotel conference facilities;
- Construction of a new spa and fitness center;
- Construction of a new retail village; and
- Construction of a new marina facility.

Q: How many memberships will be available in the Club?

A: The Club will offer 525 Golf Memberships, subject to availability. The number of Sports Memberships will be limited to the number of Units.

Q: What are the privileges of a Golf Membership?

A: Each person who acquires a Golf Membership will be entitled to use all of the golf, recreational, marina and resort facilities of the Club. Golf Members will be entitled to a 14-day advance sign-up privilege on each golf course when the golf course is designated as a member-only course, and a two day advance sign-up privilege on each golf course when the golf course is designated as the resort course. Golf Members do not pay greens fees but will pay cart fees. The Club may permit a Golf Member to use his or her golf cart on the golf courses in its sole and absolute discretion with the payment of trail fees as established by the Club.

Q: What are the privileges of a Sports Membership?

A: Each person who acquires a Sports Membership will be entitled to use all of the golf, recreational, marina and resort facilities of the Club. Sports Members will be limited to five rounds of golf on each course during the season, November through April, and will be entitled to unlimited rounds of golf during the off season. Sports Members will be entitled to a seven day advance sign-up privilege on each golf course when the golf course is designated as a member-only course, and a two day advance sign-up privilege on each golf course when the golf course is designated as the resort course. Sports Members will pay greens fee at 60% of the resort hotel guest rate and will pay cart fees.

The Club may further limit the number of memberships available as the Company or the Club determines, respectively, in its sole and absolute discretion.

Q: How many rounds of golf are available to Sports Members during the season?

A: Sports Members are limited to a total of five rounds of golf on the West Golf Course and five rounds of golf on the East Golf Course, during the season, including rounds played by family and guests.

Q: How long will the Club permit daily fee play on the golf courses?

A: The Club will permit daily fee play on the golf courses until such time as there is sufficient use of the golf courses by the members and daily fee play is no longer needed.

Q: How can I reserve a Golf Membership in the Club?

A: Each purchaser of a Unit is required to acquire at least a Sports Membership prior to or at the closing on their Unit per the terms of their Reservation Agreement. Because Golf Memberships are limited, the Company is currently taking reservations for Golf Memberships from those persons who have entered into a "Reservation Agreement" for the purchase of a Unit with the Seller by submitting along with their Reservation Agreement, a "Reservation of Golf Membership" and the required deposit for the membership as stated therein ("Deposit"). All reservations for a Golf Membership are subject to approval.

Q: When will the Membership Plan Documents be available?

A: The Membership Plan Documents along with the contract for the sale and purchase of a Unit (the "Contract") will be sent to all persons who have a Reservation Agreement for a Unit in accordance with the terms of the Reservation Agreement.

Q: What do I have to lose by reserving a membership now in the Club?

A: You have nothing to lose because you are entitled to a complete refund of your reservation deposit anytime prior to execution of the Contract.

Q: What are my options when I receive the Membership Plan Documents?

A: After receipt of the Membership Plan Documents and Contract, those persons will have ten days to decide whether to execute and deliver to the Seller the Contract and ultimately close on the Unit and acquire a membership in the Club. Sports Members will be required to submit a check for the membership deposit required for the Membership. The Company may, but is not obligated to, allow those persons with a Reservation of Golf Membership to downgrade to a Sports Membership. The Deposit for a Golf Membership will be credited against the required membership deposit for a Sports Membership at closing. The Deposit is refundable at any time prior to execution of the Contract..

Q: Can members be assessed to cover any operating deficits or capital improvements?

A: Members will only pay membership dues, fees and other charges established from time to time by the Club. Members will not be subject to any liability for capital or operating

assessments for the costs and expenses of ownership or operation of the Club Facilities. The Company will pay all operating deficits incurred in the operation of the Club Facilities and will retain all operating revenues resulting from operation of the Club Facilities.

Q: What are dues estimated to be?

A: The dues are estimated to be \$400 per month for Golf Members and \$120 per month for Sports Members.

Q: Will my family members be welcome at the Club?

A: Yes. The ability to spend quality time with members of the family is of paramount importance these days. The Club is committed to providing a pleasant environment where this can be accomplished. Each membership in the Club is a family membership, which includes full privileges for spouses and unmarried children under the age of 23 who either live at home, attend school on a full-time basis, or serve in the military. The Club intends to provide programs and activities that are appealing to family members of all ages.

A member's extended family will be permitted to use the Club Facilities, but will not be entitled to advance sign-up for the golf courses unless accompanied by a member. A member's extended family will pay greens fees at 60% of the resort hotel guest rate and will pay cart fees. A member's extended family will also be required to pay a court fee when not accompanied by the member for use of the tennis facilities and an access fee for the spa, fitness, pool and locker room facilities when not accompanied by a member. A member's extended family will not receive priority reservations or preferred pricing, unless accompanied by a member. The extended family shall include the parents, adult children who do not fall within the definition of immediate family, grandparents and grandchildren of the member and spouse and the spouses of such family members. The Club may modify or terminate this privilege and establish such rules with respect thereto as it may determine from time to time.

Q: May I invite guests to the Club?

A: Yes. Having your friends enjoy the Club's outstanding facilities with you is a wonderful attribute of membership in the Club. Therefore, members are entitled to have accompanied and unaccompanied guests use the Club Facilities in accordance with the member's category of membership and the rules and regulations adopted by the Club to preserve the exclusivity of its facilities.

Q: When will the membership deposit be repaid to the member?

A: One hundred percent (100%) of the membership deposit will be refunded to you 30 years after the date the membership is issued to you by the Club, if you do not resign within 30 years. If you resign before 30 years, the membership deposit paid is refundable upon resignation and reissuance of the membership by the Club to a new member, less a transfer

fee of 30% of the amount previously paid. The Club's obligation to refund the membership deposit to the member shall be evidenced by the Membership Agreement.

Q: Can I arrange to have my membership transferred to the subsequent purchaser of my Unit?

A: A Sports Membership is automatically transferred to the purchaser of your Unit because of mandatory membership. Those members who own a Unit and have acquired a Golf Membership will be permitted to arrange through the Club for the transfer of their Golf Membership to the subsequent purchaser of their Unit

The ability to arrange for the transfer of a member's Golf Membership to the purchaser of his or her Unit is an important attribute of membership in the Club because, even if there are no Golf Memberships available for issuance in the Club at the time, the subsequent purchaser can nonetheless obtain the seller's Golf Membership through the Club provided the purchaser is approved for Golf Membership.

Q: How can I reserve a Golf Membership in the Club?

A: You must mail or deliver to the Membership Office a fully completed and signed Reservation of Golf Membership and a check for the amount required in respect of the reservation deposit made payable to Horizons Club at Grenelefe Escrow Account.

Q: How is my reservation deposit for a Golf Membership protected?

A: All Reservation Deposits received by the Club from the reservation of Golf Memberships will be held in an escrow account maintained at CNL Bank pursuant to an Escrow Agreement for Golf Membership Reservation Deposits.

Q: If I decide I do not want to become a Golf Member, can the Reservation of Membership be terminated?

A: Yes. A prospective Golf Member can notify the Club in writing that he or she desires to terminate his or her Reservation of Golf Membership at any time prior to execution of the Contract. The Club will then refund the Reservation Deposit paid without interest and the reservation for a Golf Membership will be terminated. The prospective Unit purchaser will still be obligated to acquire and maintain a Sports Membership upon execution of the Contract.

Q: What if I have additional questions?

A: Please contact Jeff Schiller preferably by email at jeff@feltrim.com or at (863) 353-0016 x247.:

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This is a general description of the membership opportunities available at the Club. This document is provided for informational purposes only and may not be relied on as a basis for a decision to acquire a membership in the Club.

The Company is in the process of acquiring the property that will become the Club, including the current facilities (the "Property"). The Company entered into a purchase contract with the current owner of the Property, Grenelefe Resort, LLC (the "Current Owner") but have not yet closed on the Property. The Current Owner is also the current owner of the Grenelefe Golf and Tennis Resort and is not affiliated with the Company or the proposed Club. If the Company is unable to close on the Property for any reason, then the Current Owner is under no obligation to develop the Club or accept your reservation for a Golf Membership and you will be promptly refunded 100% of your Deposit.

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