FILED: NEW YORK COUNTY CLERK 12/01/2023 07:55 AM INDEX NO. 452564/2022

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EXHIBIT "B"

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June 30, 2023

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RECEIVED NYSCEF: 09/08/2023

Christopher M. Kise, Esq. Continental PLLC 255 Alhambra Circle, Suite 640 Coral Gables, Florida 33134 ckise@continentalpllc.com

Re: Expert Opinion Regarding Covenants, Restrictions and Zoning for Mara-Lago Property/People of the State of New York v. Donald J. Trump, et al., Index No. 452564/2022 (New York Supreme Court, New York County)

Dear Mr. Kise:

You have asked that I provide my expert opinion on the covenants, restrictions, and zoning for the Mar-a-Lago property located at 1100 South Ocean Boulevard, Palm Beach, Florida 33480 (the "Property" or "Mar-a-Lago"). In reaching the opinion(s) set forth herein, I have reviewed the following documents:

- a) The Mar-a-Lago Club: a Special Exception Use and Preservation Plan, including Application for Special Exception 11-93 (April 29, 1993) (Bates GZ-NYAG-0000001);
- b) Declaration of Use Agreement by The Town of Palm Beach, The Mar-a-Lago Club, Inc., and Donald J. Trump (dated August 10, 1993 and recorded on October 15, 1993 at ORB 7933, Page 22 and on April 6, 1995 at ORB 8691, Page 802), and First, Second and Third Amendments (the "Declaration of Use Agreement");
- c) Deed of Conservation and Preservation Easement from Donald J. Trump to National Trust for Historic Preservation in the United States (dated March 26, 1995 and recorded on April 6, 1995 at ORB 8691, Page 764) (the "Preservation Easement");
- d) Warranty Deed (recorded on April 6, 1995 at ORB 8691, Page 822) (the "1995 Warranty Deed")
- e) Deed of Development Rights (recorded on October 17, 2002 at ORB 14280, Page 404) (the "2002 Deed");
- f) Restated By-Laws of Mar-a-Lago Club, Inc. (attached as Exhibit A);
- g) Rules of the Mar-a-Lago Club, and Rules and Regulations of the Mar-a-Lago Club (attached as Exhibit B);
- h) Applications for Membership for Mar-A-Lago Club (attached as Exhibit C);
- i) Memorandum of John (Skip) C. Randolph, Esq., Town Attorney, Town of Palm Beach, Regarding Mar-a-Lago Club/Trump Residency, including attachment

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- letter from John Marion, Esq. of Sellars, Marion & Bachi, P.A. dated January 28, 2021 (attached as Exhibit D);
- j) Town of Palm Beach Minutes of Town Council Meeting held on February 9, 2021, Agenda Item XII.D.5 (pp. 22-24) ("2/9/21 Town Council Meeting Minutes") (publicly available through the Town of Palm Beach website); and
- k) Code of Ordinances of the Town of Palm Beach, including Town of Palm Beach Zoning Code.

My opinions are based on the documents reviewed, as well as my knowledge, training, and experience. In connection with this matter, I am being compensated at a rate of \$1,395.00 per hour, and \$1,595.00 per hour for any deposition or trial testimony. Other professionals working under my supervision in this matter are billed between \$935.00 and \$735.00 per hour. No portion of my compensation is dependent on my conclusions or the outcome of this matter. My qualifications are set forth in Appendix 1 to this Report. I have never testified as an expert witness prior to this action.

OVERVIEW/BACKGROUND

In 1985, Donald J. Trump ("Mr. Trump" or "President Trump") purchased the Property from the Post Foundation and, thereafter, utilized the Property as his private residence. By virtue of subsequent internal transfers, the Property is currently owned by Mar-A-Lago Club, L.L.C. (which is the successor in interest to The Mar-a-Lago Club, Inc.) (the "Owner"). The Owner entity is ultimately owned by The Donald J. Trump Revocable Trust dated April 7, 2014, a trust of which Mr. Trump is the beneficiary and sole trustee. (1/28/21 Marion Letter, n. 1).

In 1993, the Town of Palm Beach (the "Town") approved an application for a special exception to use the Property as a private social club. This special exception was not a variance to the Zoning Code. Rather, the special exception allowed an additional use (*i.e.*, private club use) in addition to the existing residential use. In connection with the Town's special exception approval, the parties entered into the Declaration of Use Agreement.

While the Declaration of Use Agreement provides for a unity of title of the Property and limits the use of certain guest suites on the Property, the Agreement does not prohibit the Owner from residing on the Property. Rather, this Agreement provides that "[t]he use of the Land shall be for a private social club in compliance with all of the information and exhibits included in the application not inconsistent with the terms set forth herein, and subject to such uses not inconsistent with the terms set forth herein, set forth in the Application for Special Exception No. 11-93 and The Mar-a-Lago Club: A Special

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Exception Use and Preservation Plan, as amended (hereinafter referred to as the 'Plan') as submitted to the Town." (Decl. of Use, Art. II (emphasis added)).

The Declaration of Use Agreement expressly provides that the "Club use" may be "intentionally abandoned at any time" and, if it is, "the use of the Land shall revert to a single family residence and the ownership of the Owner." (Decl. of Use, Art. IX).

Significantly, the Application for Special Exception specified that "[i]n its conversion from a so-called Large Residential Estate to a private social club, **the actual usage of Mar-a-Lago will not change.** No new activity will occur which cannot, does not or has not taken place in the past under the existing zoning of this property." (Application, Ex. B (emphasis added)).

The "actual usage of Mar-a-Lago" includes its use as a residence, initially by Marjorie Merriweather Post and, since 1985, by President Trump. Indeed, the Application describes the Property as having been used by Marjorie Merriweather Post "as a residence during the winter months of the year and as a place to entertain her house guests and other guests who were invited on a daily basis." (Application, p. 124). Similarly, the Application further confirms that Mr. Trump "uses the estate in much the same manner as Ms. Post but the activity level is less intensive" (*Id.*).

The Plan filed with the Application also described the unique nature of the Property:

Mar-a Lago is indisputably one-of-a-kind. No other property in Palm Beach, the United States or even the world is quite the same. To use the Latin, legal express, it is <u>sui generis</u>. Precedents in construction, preservation and usage, both before and after Mar-a-Lago, have no application to it. The palace conceived by Marjorie Merriweather Post is as unique and original as an acclaimed painting, sculpture or other important work of art.

(Special Exception Plan, p. 2).

Then, in 1995, Mr. Trump, as grantor, executed a Deed of Conservation and Preservation Easement in favor of the National Trust for Historic Preservation in the United States (the "National Trust"), as grantee (the "Preservation Easement"). The purpose of the Preservation Easement was to preserve the "Critical Features" of the Property as it had been listed in the U.S. Department of the Interior's National Registry of Historic Places and had been declared by the Secretary of the Interior to be of national significance and designated by Act of Congress as a National Historic Landmark.

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Despite the restrictions in the Preservation Easement, it expressly provides that the grantor still has certain rights not requiring further approval by the grantee, such as:

- (a) "the right to engage in those acts or uses permitted by governmental statute or regulation that are not expressly prohibited or regulated by this Easement;" and
- (b) "the right to perform work, exercise the rights and privileges contemplated by, and engage in those uses of the Property permitted by the Plan and by the Declaration of Use Agreement . . . as the Plan and/or the Declaration may be amended from time to time, provided that (i) such uses are not specifically prohibited or regulated by this Easement"

(Preservation Easement, § 5.1(a)(b)).

At around the same time in 1995, the Property was transferred via Warranty Deed from Mr. Trump to The Mar-a-Lago Club, Inc. subject to the Preservation Easement and other recorded documents.

Then, in 2002, the Owner and Mr. Trump, individually, executed a Deed of Development Rights in favor of the National Trust further to the Preservation Easement. This Deed purported to convey to the National Trust "any and all of [the grantors'] rights to develop the Property for any usage other than club usage" "to the extent that such rights have not already been transferred through the Deed of Conservation and Preservation Easement." (2002 Deed, p. 2). The 2002 Deed must be construed consistent with the Preservation Easement, which, as noted, expressly allows the grantor to engage in uses not prohibited by the Preservation Easement, as well as uses permitted by the Plan and the Declaration of Use Agreement.

Notwithstanding the 1993 Special Exception approval, the Property remains designated under the Zoning Code as R-AA (Large Estate Residential).

At the February 9, 2021 Town Council meeting, evidence was presented that President Trump is the President of Mar-a-Lago Club, LLC (which currently owns the Property). (2/9/21 Town Council Meeting Minutes). Thus, in addition to the residential zoning designation, as a bona fide employee of Mar-a-Lago Club, LLC, President Trump is entitled to reside at the Property in accordance with the Zoning Code.

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OPINION(S)

Based on my review of the foregoing documents and the Town of Palm Beach Zoning Code, and based on my experience as an attorney specializing in land use and zoning matters for over thirty years, it is my professional opinion that the Property may be used as an exclusive private residence and title to the Property and its residential use rights are freely transferable by the Owner. The bases of my opinion are set forth below.

A. THERE IS NO ENFORCEABLE RECORDED PROHIBITION ON MAR-A-LAGO BEING USED BY ITS OWNER (INCLUDING PRESIDENT TRUMP) AS AN EXCLUSIVE PRIVATE RESIDENCE

The Property is subject to certain recorded documents that run with the land, including the Declaration of Use Agreement and the Preservation Easement. However, none of these documents contain any restriction that would prohibit the Property from being used by the Owner (including President Trump) as an exclusive private residence.

The restrictions set forth in the Declaration of Use Agreement and in the Preservation Easement must be strictly construed. "It is settled by Florida case law that covenants are strictly construed in favor of the free and unrestricted use of property. Where the terms of a covenant are unambiguous, the courts will enforce such restrictions according to the intent of the parties as expressed by the clear and ordinary meaning of its terms. A covenant which is substantially ambiguous is resolved against the party claiming the right to enforce the restriction." *Norwood-Norland Homeowners' Association, Inc. v. Dade County*, 511 So. 2d 1009, 1014 (Fla. 3d DCA 1987).

While both the Declaration of Use Agreement and the Preservation Easement certainly impose certain restrictions and limitations on the Property (particularly to protect Critical Features that are historically significant), they do *not* prohibit use of the Property as a private residence.

In addition, the Preservation Easement can be amended by agreement of the parties as long as the amendment does not affect the purpose of the Preservation Easement or its perpetual duration, or adversely impact the architectural, historic, scenic and open space values protected by the Preservation Easement. (Preservation Easement, § 11).

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B. THERE IS NO REQUIRMENT THAT MAR-A-LAGO BE USED EXCLUSIVELY AS A PRIVATE CLUB IN PERPETUITY

Based on the Zoning Code and the Special Exception (and consistent with the recorded documents), the permitted uses of the Property include both its use as a private residence and its use as a private social club.

The club use can be abandoned at any time. Significantly, the Declaration of Use Agreement expressly provides that the "Club use" may be "intentionally abandoned at any time" and, if it is, "the use of the Land shall revert to a single family residence and the ownership of the Owner." (Decl. of Use, Art. IX).

In addition, nothing in the Preservation Easement requires the grantor to continue to operate a private social club on the Property. The 2002 Deed, which must be construed consistent with the Preservation Easement, does not prohibit the Property from continuing to be used as a private residence in addition to having a private social club use. And, to the extent necessary, the Owner, President Trump, and National Trust can agree to amend the Preservation Easement, including for Owner to sell the Property as residential real estate subject to the preservation of Critical Features and other limitations under the Preservation Easement.

The Rules of the Mar-a-Lago Club expressly reference this language from the Declaration of Use Agreement. The Rules also provide that "[m]embership in the Club is acquired on a non-equity basis [and] "does not confer any vested or prescriptive right or easement to use the Club and its facilities[,]" "[m]embers acquire only a revocable license to use the Club and its facilities [and] [t]hey have no ownership or voting interest in the Mar-a-Lago Club, L.C. which operates the Club." (Rules, § VII (C)).

I have reviewed the report of Laurence A. Hirsh of Golf Property Analysts dated May 26, 2023, wherein he asserts that there are "important restrictions on the Mar-a-Lago property that limit the development and use of the property" (in particular, on page 19 of his report). I disagree with Mr. Hirsh as he misreads the documents. In my opinion, Mr. Hirsh's opinion regarding valuation of the Property simply as a club is incorrect.

C. THE TOWN OF PALM BEACH ZONING CODE PROVISIONS AUTHORIZE MAR-A-LAGO'S USE AS AN EXCLUSIVE PRIVATE RESIDENCE

As noted, the Property is currently zoned R-AA (Large Estate Residential). Under this zoning designation, the Property can be used as a single-family home.

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In addition, the Zoning Code provides that "[w]ithin residential zoning districts, a private club may provide living quarters for its bona fide employees only." (Code, § 134-2(b)). In turn, "employee" is defined by the Code as follows: "[e]mployee means any person generally working on site for the establishment and includes sole proprietors, partners, limited partners, corporate officers and the like." (*Id.*).

President Trump is the President of Mar-A-Lago Club, LLC (which currently owns the Property), and, as a corporate officer, oversees the Property. (1/28/21 Marion letter; 2/9/21 Town Council Meeting Minutes). President Trump thus qualifies as a bona fide employee as defined under the Zoning Code. Accordingly, in addition to the other reasons set forth above, the Zoning Code permits President Trump to reside at the Property.

D. MAR-A-LAGO'S "LANDMARKED" STATUS DOES NOT PROHIBIT ITS USE AS AN EXCLUSIVE PRIVATE RESIDENCE

For the same reasons set forth above, the "landmarked" status of the Property (including its historically significant Critical Features) do not prohibit its use as an exclusive private residence.

If you need any further information, please do not hesitate to reach out to me.

Best Regards,

John K. Shubin

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Appendix 1

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Curriculum Vitae - John K. Shubin, Esq.

John K. Shubin, Esq. is the founding member and Managing Partner of Shubin & Bass, P.A., with more than thirty (30) years of experience representing parties in real estate litigation and owners and developers of property in complex land use and zoning matters. He also has extensive experience in litigation involving the interpretation and real estate enforcement of real estate covenants, the interaction of private and public covenants as they relate to the development of property, and the competing interests of successors to original developers in a subdivision or common interest community and the residents of the subdivision or community. This litigation experience also includes the propriety of efforts to either maintain private social/golf clubs on property or remove them.

John has an A.B. Degree from Harvard University, a B.A. from St. John's College, and a J.D. from the University of Miami School of Law, where he was Editor-in-Chief of the Inter-Miami Law Review. He has been recognized for inclusion in numerous publications which rate and recognize the lawyers and law firms, and regularly lectures on land use and zoning issues.

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REPRESENTATIVE DECISIONS

- Save Grove Isle, LLC v. City of Miami, 331 So. 3d 318 (Fla. 3d DCA 2022)
- 12550 Biscayne Condominium Ass'n, Inc. v. NRD Investments, LLC, 336 So. 3d 750 (Fla. 3d DCA 2021)
- Preserve Grove Isle, LLC v. Grove Isle Yacht & Tennis Club, LLC, 319 So. 3d 786 (Fla. 3d DCA 2021)
- Grand Bay Residences Condominium Association, Inc. v. Key Bay Club, LLLP, 319
 So. 3d 18 (Fla. 3d DCA 2021) (unpublished)
- Tropicana Condominium Ass'n, Inc. v. Tropical Condominium, LLC, 208 So. 3d 755 (Fla. 3d DCA 2016)
- Residences at the Bath Club Maintenance Ass'n, Inc. v. The Bath Club, Inc., 194
 So. 3d 1035 (Fla. 3d DCA 2016) (unpublished)
- Residences at the Bath Club v. Bath Club Entertainment, LLC, 166 So. 3d 910 (Fla. 3d DCA 2015)
- Two Islands Development Corp. v. Clarke, 157 So. 3d 1081 (Fla. 3d DCA 2015)
- 19650 NE 18th Ave. LLC v. Presidential Estates Homeowners Ass'n, Inc., 103 So. 3d 191 (Fla. 3d DCA 2012)



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EXHIBIT A

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MAR-A-LAGO CLUB, INC.

Incorporated Under the Laws of the State of Delaware

RESTATED BY-LAWS

ARTICLE I OFFICES

The registered office of the Corporation in Delaware shall be at 1209 Orange Street in the City of Wilmington, County of New Castle, and The Corporation Trust Company will be the resident agent of the Corporation in charge thereof. The Corporation may also have such other offices at such other places, within or without the State of Delaware, as the Board of Directors may from time to time designate or the business of the Corporation may require.

ARTICLE II STOCKHOLDERS

Section 1. Annual Meeting. The annual meeting of stockholders for the election of directors and the transaction of any other business will be held on such day in May, in such city and state and at such time and place as may be designated by the Board of Directors and set forth in the notice of such meeting. At the annual meeting any business may be transacted and any corporate action may be taken, whether stated in the notice of meeting or not, except as otherwise expressly provided by statute or the Certificate of Incorporation.

Section 2. <u>Special Meetings</u>. Special meetings of the stockholders for any purpose may be called at any time by the Board of Directors, or by the President, and will be called by the President at the request of the holders of a majority of the outstanding shares of capital stock entitled to vote. Special meetings shall be held at such place or places within or without the State of Delaware as shall from time to time be designated by the Board of Directors and stated in the notice of such meeting. At a special meeting no business shall be transacted and no corporate action shall be taken other than that stated in the notice of the meeting.

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Section 3. Notice of Meetings. Written notice of the time and place of any stockholders' meeting, whether annual or special, will be given to each stockholder entitled to vote at that meeting, by personal delivery or by mailing the same to him or her at his or her address as the same appears upon the records of the Corporation at least ten days but not more than sixty days before the day of the meeting. Notice of any adjourned meeting need not be given except by announcement at the meeting so adjourned, unless otherwise ordered in connection with such adjournment. Further notice, if any, will be given as may be required by law.

Section 4. <u>Quorum</u>. Any number of stockholders, together holding at least a majority of the capital stock of the Corporation issued and outstanding and entitled to vote, who will be present in person or represented by proxy at any meeting duly called, shall constitute a quorum for the transaction of all business, except as otherwise provided by law, by the Certificate of Incorporation or by these By-Laws.

Section 5. Adjournment of Meetings. If less than a quorum is in attendance at the time for which a meeting is called, the meeting may adjourn by a majority vote of the stockholders present or represented by proxy and entitled to vote at the meeting, without notice other than announcement at such meeting, until a quorum is in attendance. Any meeting at which a quorum is present may also be adjourned in like manner and for the amount of time as may be determined by a majority vote of the stockholders present or represented by proxy and entitled to vote. At any adjourned meeting at which a quorum is present, any business may be transacted and any corporate action may be taken which might have been transacted at the meeting as originally called.

Section 6. <u>Voting List</u>. The Secretary will prepare and make, at least ten days before every election of directors, a complete list of the stockholders entitled to vote, arranged in alphabetical order and showing the address of each stockholder and the number of shares of each stockholder. The list will be open at either (i) a place within the city where the meeting is to be held, which place shall be specified in the notice of such meeting, or (ii) if not so specified, at the place the meeting is to be held, for said ten days, as well as at the time and place of such meeting, and will be subject to the inspection of any stockholder.

Section 7. <u>Voting</u>. Each stockholder entitled to vote at any meeting may vote either in person or by proxy, but no proxy shall be voted on or after three years from its date, unless the proxy provides for a longer period. Each stockholder entitled to vote will at every meeting of the stockholders be entitled to one vote for each share of stock registered in his or her name on the record of stockholders. At all meetings of

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stockholders, all matters, except as otherwise provided by statute, will be determined by the affirmative vote of the majority of shares present in person or by proxy and entitled to vote on the subject matter. Voting at meetings of stockholders need not be by written ballot.

Section 8. Record Date of Stockholders. The Board of Directors is authorized to fix in advance a date not exceeding sixty days nor less than ten days preceding the date of any meeting of stockholders, or the date for the payment of any dividend, or the date for the allotment of rights, or the date when any change or conversion or exchange of capital stock will go into effect, or a date in connection with obtaining the consent of stockholders for any purpose, as a record date for the determination of the stockholders entitled to notice of, and to vote at, any meeting of stockholders, and any adjournment of a meeting of stockholders, or entitled to receive payment of any dividend, or to any allotment of rights, or to exercise the rights in respect of any change, conversion or exchange of capital stock, or to give consent. Only the stockholders that are stockholders of record on the date so fixed shall be entitled to notice of, and to vote at, the meeting of stockholders, and any adjournment of the meeting, or to receive payment of the dividend, or to receive the allotment of rights, or to exercise the rights, or to give the consent, as the case may be, notwithstanding any transfer of any stock on the books of the Corporation, after the record date fixed in accordance with this Section 8.

Section 9. Action Without Meeting. Any action required or permitted to be taken at any annual or special meeting of stockholders may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken (i) is signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all shares entitled to vote on the action were present and voted and (ii) is delivered to the Corporation by delivery to its registered office in the State of Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the Corporation's registered office shall be by hand or by certified or registered main, return receipt requested. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent will be given to those stockholders who have not consented in writing.

Section 10. <u>Conduct of Meetings</u>. The Chairman of the Board of Directors, or in his absence the President or any Vice President designated by the Chairman of the Board, shall preside at all regular or special meetings of stockholders. To the maximum extent permitted by law, the presiding person will have the power to set procedural rules, including but not limited to

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rules respecting the time allotted to stockholders to speak, governing all aspects of the conduct of the meetings. Secretary of the Corporation will act as secretary of each meeting. In the absence of the Secretary, the chairman of the meeting will appoint any person to act as secretary of the meeting.

ARTICLE III DIRECTORS

Section 1. <u>Number and Qualifications</u>. The Board of Directors shall consist of one or more directors. The directors need not be stockholders.

Section 2. <u>Election of Directors</u>. The directors will be elected by the stockholders at the annual meeting of stockholders.

Section 3. Duration of Office. The directors chosen at any annual meeting will, except as otherwise provided in these By-Laws, hold office until the next annual election and until their successors are elected and qualify.

Section 4. Removal and Resignation of Directors. director may be removed from the Board of Directors, with or without cause, by the holders of a majority of the shares of capital stock entitled to vote, either by written consent or consents or at any special meeting of the stockholders called for that purpose, and the office of a removed director will immediately become vacant.

Any director may resign at any time. Such resignation will take effect at the time specified in the resignation, and if no time is specified, at the time of its receipt by the President or Secretary. The acceptance of a resignation will not be necessary to make it effective, unless so specified in the resignation.

Section 5. Filling of Vacancies. Any vacancy among the directors, occurring from any cause whatsoever, may be filled by a majority of the remaining directors, though less than a quorum, provided however, that the stockholders removing any director may at the same meeting file and acancy caused by the removal, and provided further, that if the directors fail to fill any vacancy, the stockholders may at any special meeting called for that purpose fill the vacancy. In case of any increase in the number of directors, the additional directors may be elected by the directors in office before the increase.

Any person elected to fill a vacancy will hold office, subject to the right of removal as provided in these By-Laws, until the next annual election and until his successor is elected and qualified.

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Section 6. <u>Regular Meetings</u>. The Board of Directors will hold an annual meeting for the purpose of organization and the transaction of any business immediately after the annual meeting of the stockholders, provided a quorum of directors is present. Other regular meetings may be held at any time as may be determined from time to time by resolution of the Board of Directors.

Section 7. <u>Special Meetings</u>. Special meetings of the Board of Directors may be called by the Chairman of the Board of Directors or by the President.

Section 8. Notice and Place of Meetings. Meetings of the Board of Directors may be held at the principal office of the Corporation, or at any other place as is stated in the notice of such meeting. Notice of any special meeting, and except as the Board of Directors may otherwise determine by resolution, notice of any regular meeting, will be mailed to each director addressed to him or her at his residence or usual place of business at least two days before the day on which the meeting is to be held, or if sent to him or her at such place by telegraph, cable or facsimile, or delivered personally or by telephone, not later than the day before the day on which the meeting is to be held. No notice of the annual meeting of the Board of Directors will be required if it is held immediately after the annual meeting of the stockholders and if a quorum is present.

Section 9. <u>Business Transacted at Meetings, etc.</u> Any business may be transacted and any corporate action may be taken at any regular or special meeting of the Board of Directors at which a quorum is present, whether the business or proposed action is stated in the notice of that meeting or not, unless special notice of such business or proposed action is required by statute.

Section 10. Quorum. A majority of the Board of Directors at any time in office will constitute a quorum. At any meeting at which a quorum is present, the vote of a majority of the members present will be the act of the Board of Directors unless the act of a greater number is specifically required by law or by the Certificate of Incorporation or these By-Laws. The members of the Board will act only as the Board and the individual members of the Board will not have any powers in their individual capacities.

Section 11. <u>Compensation</u>. The directors will not receive any stated salary for their services as directors, but by resolution of the Board of Directors a fixed fee and expenses of attendance may be allowed for attendance at each meeting. Nothing herein contained shall preclude any director from serving the Corporation in any other capacity, as an officer, agent or otherwise, and receiving compensation therefor.

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Section 12. Action Without a Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee of the Board of Directors, may be taken without a meeting if all members of the Board or committee, as the case may be, consent to the action in writing, and the writing or writings are filed with the minutes of the proceedings of the Board or committee.

Section 13. Meetings Through Use of Communications Equipment. Members of the Board of Directors, or any committee designated by the Board of Directors, will, except as otherwise provided by law, the Certificate of Incorporation or these By-Laws, have the power to participate in a meeting of the Board of Directors, or any committee, by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and this participation will constitute presence in person at the meeting.

ARTICLE IV COMMITTEES

Section 1. Executive Committee. The Board of Directors may, by resolution passed by a majority of the entire Board, designate two or more of their number to constitute an Executive Committee to hold office at the pleasure of the Board, which Committee will, during the intervals between meetings of the Board of Directors, have and exercise all of the powers of the Board of Directors in the management of the business and affairs of the Corporation, subject only to restrictions or limitations as the Board of Directors may from time to time specify, or as limited by the Delaware Corporation Law, and will have power to authorize the seal of the Corporation to be affixed to all papers that may require it.

Any member of the Executive Committee may be removed at any time, with or without cause, by a resolution of a majority of the entire Board of Directors.

Any person ceasing to be a director shall <u>ipso facto</u> cease to be a member of the Executive Committee.

Any vacancy in the Executive Committee occurring from any cause whatsoever may be filled from among the directors by a resolution of a majority of the entire Board of Directors.

Section 2. Other Committees. Other committees, whose members need not be directors, may be appointed by the Board of Directors or the Executive Committee, which committees shall hold office for an amount of time and have powers and perform duties as may from time to time be assigned to them by the Board of Directors or the Executive Committee.

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Any member of these committees may be removed at any time, with or without cause, by the Board of Directors or the Executive Committee. Any vacancy in a committee occurring from any cause whatsoever may be filled by the Board of Directors or the Executive Committee.

Section 3. Resignation. Any member of a committee may resign at any time. This resignation will be made in writing and will take effect at the time specified in the resignation, or, if no time is specified, at the time of its receipt by the President or Secretary. The acceptance of a resignation will not be necessary to make it effective unless so specified in the resignation.

Section 4. Quorum. A majority of the members of a committee shall constitute a quorum. The act of a majority of the members of a committee present at any meeting at which a quorum is present will be the act of the committee. The members of a committee will act only as a committee, and the individual members of the committee will not have any powers in their individual capacities.

Section 5. Record of Proceedings, etc. Each committee will keep a record of its acts and proceedings, and will report the same to the Board of Directors when and as required by the Board of Directors.

Section 6. Organization, Meetings, Notices, etc. A committee may hold its meetings at the principal office of the Corporation, or at any other place that a majority of the committee may at any time agree upon. Each committee may make rules as it deems expedient for the regulation and carrying on of its meetings and proceedings. Unless otherwise ordered by the Executive Committee, any notice of a meeting of a committee may be given by the Secretary of the Corporation or by the chairman of the committee and will be sufficient if mailed to each member at his residence or usual place of business at least two days before the day on which the meeting is to be held, or if sent to him or her at that place by telegraph, cable or facsimile, or delivered personally or by telephone not later than 24 hours before the time at which the meeting is to be held.

Section 7. Compensation. The members of any committee will be entitled to such compensation as may be allowed them by resolution of the Board of Directors.

ARTICLE V OFFICERS

Section 1. Number. The officers of the Corporation shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers, and such other officers as may be appointed FILED: NEW YORK COUNTY CLERK 02/08/2023 00:53 AM

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in accordance with the provisions of Section 3 of this Article V; provided, that if all of the outstanding capital stock of the Corporation shall be held at any time by one person, such person may be appointed to serve in any number of the above-mentioned offices. The Board of Directors in its discretion may also elect a Chairman of the Board of Directors.

Section 2. <u>Election</u>, <u>Term of Office and Oualifications</u>. The officers, except as provided in Section 3 of this Article V, will be chosen annually by the Board of Directors. Each officer will, except as otherwise provided in the By-Laws, hold office until his successor is chosen and qualified. The Chairman of the Board of Directors, if any, will be a director of the Corporation, and should he or she cease to be a director, he or she shall <u>ipso facto</u> cease to be Chairman. Except as otherwise provided by law, any number of offices may be held by the same person.

Section 3. Other Officers. Other officers, including one or more additional vice presidents, assistant secretaries or assistant treasurers, may from time to time be appointed by the Board of Directors, which other officers shall have powers and perform duties as may be assigned to them by the Board of Directors or the officer or committee appointing them.

Section 4. Removal of Officers. Any officer of the Corporation may be removed from office, with or without cause, by a vote of a majority of the Board of Directors.

Section 5. <u>Resignation</u>. Any officer of the Corporation may resign at any time. This resignation shall be in writing and take effect at the time specified in the resignation, or if no time is specified, at the time of its receipt by the President or Secretary. The acceptance of a resignation shall not be necessary in order to make it effective, unless so specified in the resignation.

Section 6. <u>Filling of Vacancies</u>. A vacancy in any office will be filled by the Board of Directors or by the authority appointing the predecessor in such office.

Section 7. <u>Compensation</u>. The compensation of the officers will be fixed by the Board of Directors, or by any committee upon whom power in that regard may be conferred by the Board of Directors.

Section 8. Chairman of the Board of Directors. The Chairman of the Board of Directors will be a director and will preside at all meetings of the Board of Directors at which he or she is present, and will have the powers and perform the duties as may from time to time be assigned to him or her by the Board of Directors.

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Section 9. President. The President will, when present, preside at all meetings of the stockholders. The President will have power to call special meetings of the stockholders or of the Board of Directors or of the Executive Committee at any time. He or she will be the chief executive officer of the Corporation, and will have the general direction of the business, affairs and property of the Corporation, and of its several officers, and will have and exercise all the powers and discharge the duties as usually pertain to the office of President.

Section 10. Vice Presidents. The Vice Presidents, or any of them, will, subject to the direction of the Board of Directors, at the request of the President or in his absence, or in case of his inability to perform his duties from any cause, perform the duties of the President, and, when so acting, will have all the powers of, and be subject to all restrictions upon, the President. The Vice Presidents will also perform the other duties that may be assigned to them by the Board of Directors, and the Board of Directors may determine the order of priority among them.

Section 11. Secretary. The Secretary will keep the minutes of all meetings of the stockholders and all meetings of the Board of Directors and any committee in books provided for that purpose. He or she may affix the seal of the Corporation to all instruments to be executed on behalf of the Corporation under The Secretary will perform the duties and have all other powers that are incident to the office of Secretary, or as may from time to time be assigned to him or her by the Board of Directors, or as are prescribed by these By-Laws.

Section 12. Treasurer. The Treasurer will have custody of all the funds and securities of the Corporation which may be delivered into his possession. He or she may endorse on behalf of the Corporation for collection, checks, notes and other obligations and will deposit the same to the credit of the Corporation in a depository or depositories of the Corporation, and may sign all receipts and vouchers for payments made to the Corporation. He or she will enter or cause to be entered regularly in the books of the Corporation kept for that purpose, full and accurate accounts of all monies received and paid on account of the Corporation and whenever required by the Board of Directors will render statements of the accounts. The Treasurer will perform the duties and have all other powers that are incident to the office of Treasurer or that are assigned to him or her by the Board of Directors.

ARTICLE VI CAPITAL STOCK

Section 1. Issue of Certificates of Stock. Certificates of capital stock will be in the form approved by the FILED: NEW YORK COUNTY CLERK 02/08/2023 00:55 AM

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Board of Directors. The certificates will be numbered in the order of their issue and will be signed by the Chairman of the Board of Directors, the President or one of the Vice Presidents, and the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer, and the seal of the Corporation or a facsimile of the seal will be impressed or affixed or reproduced on the certificates, provided, however, that where the certificates are signed by a transfer agent or an assistant transfer agent or by a transfer clerk acting on behalf of the Corporation and a registrar, the signature of the Chairman of the Board of Directors, President, Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer may be In case any officer or officers who have signed, or facsimile. whose facsimile signature or signatures have been used on any certificate or certificates ceases to be an officer of the Corporation, whether because of death, resignation or otherwise, before that certificate or certificates are delivered by the Corporation, that certificate or certificates may nevertheless be adopted by the Corporation and be issued and delivered as though the person or persons who signed that certificate or certificates, or whose facsimile signature or signatures is used thereon have not ceased to be an officer or officers of the Corporation.

Section 2. Registration and Transfer of Shares. The name of each person owning a share of the capital stock of the Corporation will be entered on the books of the Corporation together with the number of shares held by him or her, the numbers of the certificates covering the shares and the dates of issue of the certificates. The shares of stock of the Corporation will be transferable on the books of the Corporation by the holders of the shares in person, or by their duly authorized attorneys or legal representatives, on surrender and cancellation of certificates for a like number of shares, accompanied by an assignment or power of transfer endorsed thereon or attached thereto, duly executed, and with such proof of the authenticity of the signature as the Corporation or its agents may reasonably require. A record will be made of each transfer.

The Board of Directors may make other rules and regulations concerning the transfer and registration of certificates for stock and may appoint a transfer agent or regulatrar or both and may require all certificates of stock to bear the signature of either or both.

Section 3. Lost, Destroyed and Mutilated Certificates. The holder of any stock of the Corporation will immediately notify the Corporation of any loss, theft, destruction or mutilation of the certificates. The Corporation may issue a new certificate of stock in the place of any certificate previously issued by it and alleged to have been lost, stolen or destroyed, and the Board of Directors may, in its discretion, require the owner of the lost, stolen or destroyed certificate, or his legal

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representatives, to give the Corporation a bond, in such sum not exceeding double the value of the stock and with such surety or sureties as they may require, to indemnify it against any claim that may be made against it by reason of the issue of the new certificate and against all other liability in the premises, or may remit the owner to any remedy or remedies he or she may have under the laws of the State of Delaware.

ARTICLE VII DIVIDENDS, SURPLUS, ETC.

Section 1. General Discretion of Directors. The Board of Directors will have power to fix and vary the amount to be set aside or reserved as working capital of the Corporation, or as reserves, or for other proper purposes of the Corporation, and, subject to the requirements of the Certificate of Incorporation, to determine whether any part of the surplus or net profits of the Corporation will be declared as dividends and paid to the stockholders, and to fix the date or dates for the payment of dividends.

ARTICLE VIII MISCELLANEOUS PROVISIONS

Section 1. <u>Fiscal Year</u>. The fiscal year of the Corporation will commence on the first day of January and end on the last day of December or at such other times as may be fixed by the Board of Directors.

Section 2. <u>Corporate Seal</u>. The corporate seal will be in the form approved by the Board of Directors and may be altered at their pleasure. The corporate seal may be used by causing it or a facsimile of the seal to be impressed or affixed or reproduced or otherwise.

Section 3. Notices. Except as otherwise expressly provided, any notice required to be given by these By-Laws will be sufficient if given by depositing the same in a post office or letter box in a sealed postpaid wrapper addressed to the person entitled to the notice at his address, as the same appears upon the books of the Corporation, or by telegraphing or cabling the same to that person at that address, or by facsimile transmission to a number designated upon the books of the Corporation, if any; and the notice will be deemed to be given at the time it is mailed, telegraphed or cabled, or sent by facsimile.

Section 4. <u>Waiver of Notice</u>. Any stockholder or director may at any time, by writing or by telegraph, cable or facsimile transmission, waive any notice required to be given under these By-Laws, and if any stockholder or director is present at any meeting his presence will constitute a waiver of notice.

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Section 5. <u>Checks, Drafts, etc.</u> All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, will be signed by an officer or officers, agent or agents of the Corporation, and in such manner, as will from time to time be designated by resolution of the Board of Directors.

Section 6. <u>Deposits</u>. All funds of the Corporation will be deposited from time to time to the credit of the Corporation in a bank or banks, trust companies or other depositories as the Board of Directors may select, and, for the purpose of the deposit, checks, drafts, warrants and other orders for the payment of money which are payable to the order of the Corporation, may be endorsed for deposit, assigned and delivered by any officer of the Corporation, or by agents of the Corporation as the Board of Directors or the President may authorize for that purpose.

Section 7. <u>Voting Stock of Other Corporations</u>. Except as otherwise ordered by the Board of Directors or the Executive Committee, the President or the Treasurer has full power and authority on behalf of the Corporation to attend and to act and to vote at any meeting of the stockholders of any corporation of which the Corporation is a stockholder, and to execute a proxy to any other person to represent the Corporation at any meeting, and at any meeting of the stockholders of any corporation of which the Corporation is a stockholder. The President or the Treasurer or the holder of any proxy, as the case may be, will possess and may exercise any and all rights and powers incident to ownership of the stock which the Corporation might have possessed and exercised if present. The Board of Directors or the Executive Committee may from time to time confer like powers upon any other person or persons.

Section 8. <u>Indemnification of Officers and Directors</u>. The Corporation will indemnify any and all of its directors and officers, including former directors and officers, including those serving as an officer or director of any corporation at the request of this Corporation, to the fullest extent permitted under and in accordance with the laws of the State of Delaware.

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EXHIBIT B

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Rules

of

The Mar-a-Bago Club

RULES OF THE MAR-A-LAGO CLUB

The Mar-a-Lago Club (the "Club") and its property shall be subject to the following Rules, as amended from time to time.

All members are required to read and abide by these Rules. ALL MEMBERS ARE RESPONSIBLE FOR THE OBSERVANCE OF THE RULES BY THEMSELVES, THEIR GUESTS AND THEIR EMPLOYEES.

MEMBERS WHO VIOLATE THE CLUB'S RULES AND REGULATIONS, AS CHANGED FROM TIME TO TIME, WILL BE SUBJECT TO SUSPEN-SION, EXPULSION OR OTHER APPROPRIATE DISCIPLINARY ACTION.

REPRIMANDING OF EMPLOYEES IS FORBIDDEN; ANY COMPLAINTS SHOULD BE MADE DIRECTLY TO THE MANAGING DIRECTOR.

No person seeking membership and no guest shall be discriminated against on the basis of race, religion, gender, national origin, disability, age or marital status.

REGISTRATION: Members, their families and guests shall register at the Club's front reception area each time they visit the Club.

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AFTIRE. The living room, dining areas and bar are reserved for those in club attire. It is expected that members' attire should meet the standards of good taste and will dress in a fashion befitting the surroundings and atmosphere provided in the setting of our Club. To avoid embarrassment, it is also expected that members will advise their guests of our dress requirements.

The Club or its designated representative shall be the sole judge of the propriety of any attire.

Breakfast: App

Appropriate informal, casual sports attire may be worn.

Lauch:

Spa. Tennis and Croquet clothes are not allowed in the dining room; please use the outside patio if you are dressed in sports

clothes.

Evening:

JACKETS AND TIES REQUIRED.

* If attire for a social event differs from the above, members will be informed *

Bathing Suits:

Bathing attire is allowed ONLY in the pool area, locker rooms and walkway to changing areas. Bathing suits WILL NOT be

allowed in any part of the Club's formal rooms.

CHILDREN: Members are responsible at all times for the behavior on Club property of their children and grandchildren (hereinafter called children), and for the behavior of any other children who may be their guests. Children under ten years of age are not permitted to be unattended on Club property. Children whose parents are playing tennis, croquet or using the spa facilities are considered unattended. Children must behave at all times with due consideration for the comfort and enjoyment of others; particular care is appropriate. Children under the age of 10 will not be charged for the use of Club facilities.

l. MEMBERSHIP.

- A. Active Members shall be such persons who, conditioned upon paying the required membership deposit in effect from time to time, have been regularly elected to Active Membership by a duly appointed Admissions Committee (the "Admissions Committee") of the Club. The Admissions Committee is appointed from time to time by the Club owner and is comprised of individuals selected by the owner in its sole discretion.
- 1. Active membership shall enable use by Active Members of the Club and its facilities as well as use by such individual's spouse and children under age 26 who are living at home or attending school on a full-time basis.
- 2. Membership in the Club is by the invitation of Active Members or the Admissions Committee. An Active Member wishing to invite an individual for membership must obtain a Membership Application from the Club. Responsibility for completing the form rests with the proposer; incomplete forms will not be considered by the Admissions Committee.

- 3. The Admissions Committee will evaluate a candidate and will thoroughly screen each individual to assure he or she satisfies criteria established from time to time by the Admissions Committee provided, however, that no individual shall be discriminated against because of race, color, religion, sex, national origin, age, disability or marital status. Membership criteria will include, but will not be limited to, character, compatibility with other members and reputation in social, business, community and financial activities. Active Members shall endorse only candidates well known to them and whom they can recommend enthusiastically.
- An interview with the candidate and candidate's spouse may be required.
 However, the Admissions Committee may waive the requirement of an interview.
- Files of the Admissions Committee, including without limitation letters of proposal and recommendation, shall be privileged and confidential, and shall be available only to members of the Admissions Committee, designated executive personnel of the Club and the Trump Organization and Club counsel.
- 6. Each Active Member shall receive a Certificate of Membership in his or her name alone. Memberships may be transferred only through the Club and are not transferable in any open market.
- B. Honorary Members: The Admissions Committee may elect as Honorary Members persons who have rendered service to the Club or attained such other distinction as shall be deemed by the Admissions Committee to merit such recognition. Honorary Membership will be subject to payment of such annual dues and charges and compliance with such rules and regulations as established by the Club. The Club may waive the membership deposit requirement for individuals elected to Honorary Membership. Honorary Membership is on an annual basis for the Club's Membership Year (November 1 October 31). Honorary Membership is automatically renewed each Membership Year unless a notice of termination is sent by the Club. The Club shall have the right, at any time, to recall and terminate any membership in its sole and absolute discretion, to amend the terms of membership and to waive or modify the provisions set forth herein.
- C. Other Memberships. The Club reserves the right to issue other types of membership in the future. Such memberships, if issued, will be entitled to such privileges and subject to the payment of such dues, membership fees and other fees and charges, and such other terms and conditions as may be established by the Club from time to time.
- D. Marriage or Divorce: A member shall notify the Club in writing of his or her marriage, remarriage or divorce. In the event of separation or divorce, the membership remains with the individual designated as the member on the Membership Application, in the absence of a court order or agreement between the spouses (with notarized signatures of each) to the contrary.
- E. Resignation: Any member may resign from the Club by written notice to the Admissions Committee, provided all indebtedness to the Club has been paid. Upon resignation, prepaid annual dues will be refunded on a pro rata basis based on the number of months remaining in the Membership Yeur.

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Expulsion and Suspension: If any member is charged in writing addressed to the Admissions Committee by any member or the Club's management, with conduct injurious to the good order, welfare, interest or character of the Club, or with any infraction or abuse of the Club's rules and regulations, the Admissions Committee shall thereupon notify the member so charged and such individual so charged will be given an opportunity to be heard. The Admissions Committee, if it shall be satisfied of the truth of the charge, may either expel or request the resignation of such member or order suspension of such individual's privileges. A member who is expelled from the Club will only be entitled to repayment of his or her membership deposit, less any amounts owed to the Club, thirty (30) years from the date of his or her admission. The Club also reserves the right to prohibit use of the Club by any individual using the Club by virtue of the member's membership for the reasons outlined in this paragraph.

- G. Death Provision: Upon the death of a member, the surviving spouse, if any, may continue membership privileges without the payment of any additional membership deposit. If the surviving spouse continues membership privileges, the membership will be deemed resigned upon the earlier of the surviving spouse's resignation or death. If the deceased member is not survived by a spouse or the surviving spouse does not desire to continue membership privileges and the spouse so notifies the Club, the membership will be deemed resigned as of the date of the member's death. The membership deposit will be paid to the deceased member's estate or the estate's assignee and not to the surviving spouse upon the earlier of (a) thirty (30) years from the date of the member's admission to the Club, or (b) thirty (30) days after the reissuance of the membership by the Club (once resigned) as provided in Section III.A. of these Rules. In order to assign the estate's interest in the membership deposit, the Club must receive written notice from the authorized estate representative within six months of the date of the member's death.
- H. Disputes. Only one person, his or her unseparated spouse and the qualified children of each may exercise the privileges of membership at any time. In no case will the Club become involved in disputes between separated or divorced spouses or involving the heirs of deceased members, or in disputes over the ownership of memberships. In the case of such disputes, the Club may (but will not be required to) at any time suspend all the privileges associated with the membership in question until such disputes are resolved and the Club receives evidence satisfactory to it of the resolution of such disputes. During the pendency of the dispute, all dues and charges must continue to be paid and failure to pay all dues and charges may result in expulsion of the member.

II. DEPOSIT, DUES AND CHARGES

A. Membership deposits shall be repaid to Active Members upon the earlier of (a) thirty (30) years from the date of the Active Member's admission to the Club or (b) thirty (30) days after the reissuance of the membership by the Club (once resigned) as provided in this paragraph. At the end of thirty (30) years, an Active Member may choose to continue his or her membership privileges by leaving his or her deposit with the Club until subsequent resignation. Upon an Active Member's resignation after the thirty (30) year period, the Club will repay his or

her deposit within thirty (30) days after the resignation date regardless of when the Club actually reissues the membership. Membership terminates upon resignation whether resignation occurs before or after the 30-year anniversary of admission. The Club may set-off against the membership deposit any amounts owed to the Club on the date the membership deposit is repaid. Reissuance will commence on a first-resigned, first-reissued basis after the initial issuance of all memberships. Membership deposits and all other Club revenues are the property of the owner of the Club and may be used for any purpose, in its sole discretion.

No membership deposit will be repaid with interest. The right to receive the repayment of a membership deposit is not transferable or negotiable. The repayment of a membership deposit shall constitute a general release of the Club from any liability related in any way to the Club. Notwithstanding any other provision of these Rules, the Club may in its sole discretion cancel any membership at any time and, in such case refund such member's deposit without interest.

- B. Membership deposits, membership annual dues, charges for guests, dining expenses and facility usage fees, plus applicable sales tax, shall be charged in accordance with a schedule of charges promulgated by the Club from time to time. A service charge, determined by the Club from time to time, is added to all food and beverage checks and spa services. Members may be notified of other fees or charges from time to time.
- C. The Club's Membership Year commences on November 1 and ends on October 31. Membership annual dues are payable on or before November 1 of each year and are applicable to the upcoming Membership Year. The membership of any member not paying his or her dues and the Florida State Tax on said dues on or before said date may be discontinued by the Club, unless for reasons submitted to and approved by the Admissions Committee. The Club will provide a member with fifteen (15) days' written notice prior to the discontinuance becoming effective. Discontinuance is administrative and will become effective without a hearing. Dues will accrue only for the first year for which they were not paid. In the Club's sole and absolute discretion, a discontinued membership may be reinstated upon payment of all outstanding dues, fees, charges, interest and collection fees plus an additional 10% of such amounts. Reinstatement would permit the member to continue the membership or to properly resign the membership, making the member eligible for an earlier refund of his or her membership deposit. If the member is not reinstated, he or she will have no right of refund until thirty (30) years from the date of his or her admission, at which time the membership deposit will be refunded, less any amounts owed to the Club. A discontinued membership is not counted toward any applicable membership cap.
- D. All indebtedness to the Club should be paid promptly when billed. The membership of any member not paying an indebtedness by the last day of the month in which statement therefor has been given or mailed is delinquent and will be subject to interest at the maximum rate allowable by law until paid. A delinquent membership may be discontinued and reinstated in accordance with the terms of paragraph ILC. The Club shall be entitled to receive reimbursement for all reasonable expenses, including collection fees and attorneys' fees, incurred in the collection of any Club charges. It is the member's responsibility to ensure that the Club has his or her current address.

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F. Members are responsible for all charges incurred by family members and guesis introduced by them and for damages caused by such persons.

- E. Members of the Club will not be subject to any capital or operating assess ments. The Club will be responsible for all of such costs and will be entitled to all capital or operating profits. The payment of a membership contribution, dues, fees and other charges is required to maintain a membership and is not considered a capital or operating assessment.
- G. The Club makes no representations and expresses no opinions regarding the federal or state income tax consequences of acquiring a membership or repaying all or a portion of the membership deposit without interest. All members acquire their memberships subject to all applicable tax laws as they may exist from time to time. Certain provisions of the Internal Revenue Code impute interest income to a lender with respect to a non-interest bearing loan. It does not appear that these provisions currently apply to the membership deposit. The Internal Revenue Service may, however, issue regulations which might impute interest income to a member. Members should consult with their own tax advisor with respect to the tax consequences of paying the membership deposit and the Club's non-interest bearing obligation to repay the membership deposit.

III. RESTRICTIONS

- Property of the Club shall not be removed from the premises without per mission of the Club.
- B. No political or business solicitation shall be effected on Club property or with the use of Club stationery or other utilization of the Club name without prior approval of the Club.
- C. No commercial or political advertisement or notice of any kind shall be posted or circulated in the Club.
- D. No professional photographers shall be allowed to take pictures at the Club except at a private party given by a Member. No reporters, feature writers or other members of the media shall be introduced as guests, if while on the Club's premises they will be pursuing that occupation or gathering material for later publication.
- E. Smoking will not be permitted on the Club indoor premises.
- IV. AGREEMENT TO RULES: Payment by a Member shall be deemed knowledge and acceptance of these Rules, and any amendments thereto.
- V. INTERPRETATION: The Club shall have the sole right to interpret these Rules.
- VI. WAIVER: At any time and from time to time, the Club may waive any Rule (or any part of any Rule) if such waiver is deemed by the Club to be in the best interests of the Club or if any Rule (or any part of any Rule) is judged by the Club to result in individual hardship or lack of fairness, with the exception, however, of Rule VII, E below.

VII. GENERAL:

- A. Events: The Club owner, its agents, affiliates and assignees will have the right hold tournaments and other events at the Club from which members may be excluded, without compensation to the Club or its members, on the dates and at the times the Club owner desires. The Club owner may market the Club in advertisements and other media by making reference to the Club, including, but not limited to, pictures or drawings of the Club facilities, and the availability of memberships at the Club. Members may use the Club facilities for private parties in accordance with the rules and regulations promulgated from time to time.
- B. Reservation Policy: Members are required to make their own reservations for all dining events. We require a cancellation call if you are unable to honor your reservation. Tickets will be required for special events and can be purchased in Member Reception prior to events. With respect to evening Club activities requiring reservations, a charge will be made for reservations not canceled by 12:00 noon on the same date of the event. With respect to daytime Club activities requiring reservations, the reservation must be canceled by 12:00 noon on the day prior to the event.
- C. Revocable License: Membership in the Club is acquired on a non-equity basis. It does not confer any vested or prescriptive right to easement in or to use the Club and its facilities. Members acquire only a revocable license to use the Club and its facilities. They have no ownership or voting interest in the Mara-Lago Club, L.C. which operates the Club.
- D. Preservation: A detailed set of preservation principles have been established by the Club and are available to Members for review.
- E. Declaration of Agreement: The Club will at all times comply with the Declaration of Use of Agreement among the Town of Palm Beach, The Mara-Lago Club, L.C. and Donald J. Trump dated August 11, 1993 and recorded in the Official Records of Palm Beach County, Florida. This agreement includes, without limitation, the following binding provisions:
- 1. Until the Club operates at a break-even point or profitability for three (3) consecutive years Donald J. Trump shall pay any and all real estate taxes, maintenance costs, insurance premiums and similar expenses to the extent the Club is unable to meet such obligations.
- A separate fiduciary account shall be established by the Club into which ten
 percent (10%) of all gross revenues from guest suites shall be deposited and used
 exclusively for maintenance and restoration purposes.
- 3. If the Club is intentionally abandoned for a period of one (1) year after the Club has been in operation, or if the Club is intentionally abandoned at any time, Mar-a-Lago shall revert to use as the private single family residence of Donald J. Trump and, under such circumstances, all membership deposits shall be refunded, without interest. Donald J. Trump, the Club and all members of the Club shall hold the Town of Palm Beach harmless from any liability or claim against the Town resulting form the Declaration of Use Agreement, the reversion of single family use, the reversion to Donald J. Trump or any claim resulting therefrom

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- F. Recreational Purpose. Members in the Club are being offered exclusively for the purpose of permitting persons acquiring memberships to use the Club's facilities. Memberships should not be viewed or acquired as an investment and no person purchasing a membership should expect to derive any economic profits from a membership in the Club.
- G. Property Disclaimer: Each member as a condition of membership and each guest as a condition of invitation to the premises of the Club assumes sole responsibility for his or her property. The Club will not be responsible for the loss of or damage to, property received or held on behalf of Members or guests or kept by them at the Club whether in lockers or elsewhere, and whether such loss or dumage is due to negligence of the Club or any of its employees or agents or otherwise, nor will it be responsible for errors, mistakes, negligence, or dishonesty of messengers or other employees or concessionaires, nor for the loss of, or damage to, any property entrusted to any employee or concessionaires.
- H. Release: In consideration and as a condition of invitation to the Club premises, any member, 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, or who engages in any contest, game, function, exercise, competition or other activity operated, organized arranged or sponsored by the Club, either on or off the Club's premises, shall do so at his or her own risk, and shall hold the Club and its affiliates, operator, directors, governors, officers, employees, representatives, agents or concessionaires harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred resulting therefrom and/or from any act, omission, negligence, malfeasance or misfeasance of the Club or its affiliates, operator, directors, governors, employees, representatives, agents or concessionaires even through that liability may arise out of the negligence or carelessness of the entities or persons released.

All parties bound by these Club Rules understand that this release includes any claims based on the negligence, actions or inactions of any or all of the persons released herein. Such bound parties also understand that activities at the Club are inherently dangerous and that access to the Club includes the risk of serious injury or death from errant balls and other causes. Such bound parties accept all risks of access to the Club.

Any member shall indemnify, defend and hold harmless the Club and its affiliates, operator, directors, governors, officers, employees, representatives, agents or concessionaires hereunder from any such loss, cost, claim, injury, damage or liability sustained or incurred by any guest of that member, family member or servant of such member.

No member shall have any right of action against the Chib or any of its officers, directors, agents, employees or concessionaires, to recover losses or damages for injuries to the person or property of such member or the servant or servants of such member, due to negligence, malfeasance or misfeasance of any of its officers, directors, agents, employees or concessionaires. Acceptance or continuance of membership by any person shall so far as permitted by law be a waiver and surrender by such member of any such right or action.

Should any party bound by these General Club Rules bring suit against the Club or its affiliates, operator, directors, governors, officers, employees, representatives, agents or concessionaires for any event operated, organized, arranged or spon sored by the Club or any concessionaire or any claim on any matter and fail to obtain judgment therein against the Club or its affiliates, operator, director, governor, officer, employee, representatives, agents or concessionaires, said party shall be liable to the Club and its affiliates, operator, directors, governors, officers, employees, representatives, agents or concessionaires for all costs and expenses incurred by it in the defense of such suit (including court costs and attorney's fees through all appellate proceedings). Each member acknowledges that all aspects of membership will occur in Palm Beach County, Florida and therefore irrevocably and unconditionally (a) agrees that any suit, action or legal proceeding arising out of or relating to membership will be brought in the courts of record of the State of Florida in Palm Beach County; (b) consents to the jurisdiction of each such court in a suit, action or proceeding; (c) waives any objection which he or she may have to the laying of venue of any such suit, action or proceeding in any such court; and (d) agrees that service of any court paper may be effected on such party by mail, under the applicable laws or court rules in Florida.

VIII. GUESTS

A. In General:

- Weekly guests, day guests, luncheon guests, dinner guests, croquet guests and tennis guests must be accompanied by their sponsor at all times, who is responsible for their conduct.
- A member shall not introduce as a guest any person who has been expelled from the Club.
- B. Guest Card Holders shall be persons sponsored by an Active Member, subject to approval by the Admission Committee. Such cards are limited to a two-week period per season with a fee.
- 1. Weekly guest card holders may not introduce guests.
- The sponsor is responsible for all charges incurred by the weekly guest card holder.
- Issuance of a weekly card to any particular person is limited to no more than two consecutive years and not more than three years in any six-year period.
- The Club may restrict or suspend entirely the issuance of weekly guest cards at any time.
- C. Day Guests shall be such persons as are introduced by Active Members. A day guest charge shall be in accordance with a schedule of charges promul gated by the Club from time to time.
- 1. A day guest must be registered by a member prior to using the Club facilities.

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- 2. Regulations require submission of written request and approval by the Club.
- 3 A day guest may not invite or introduce any other guests.
- 4. A particular individual may be a day guest only twice per year regardless of the number of sponsoring members. Active Members are requested to use care to keep day guests within the stated limit as guests who have exceeded the limit will be dealed access.
- Children over the age of 10 (other than children or grandchildren of members) shall be considered guests.
- D. Luncheon Guests shall be persons as may be introduced and accompanied at luncheon by members.
- Luncheon guests may remain in the Club until the dining room closes, but if any such guest uses the facilities of the Club for swimming, tennis, sun bathing, etc., he or she will be subject to the day guest charge.
- The restriction of two visits per year is applicable to luncheon guests.
 Members are requested to use care to keep their guests within the limit stated, as guests who have exceeded the limit will be denied access.
- E. Dinner Guests shall be such persons as may be introduced and accompanied at dinner by members. A particular individual may be a dinner guest only twice per year regardless of the number of sponsoring members. Members are requested to keep dinner guests within the limit stated for dinner guests from time to time, as guests who have exceeded the limit will be denied access.
- F. House Guests shall be such persons as may be guests residing with Active Members in residence in their Florida homes. Such persons may receive house guest cards with a limit of two weeks per season. The charge shall be in accordance with a schedule of charges promulgated by the Club from time to time.
- 1. Unmarried children of Active Members who are living at home or attending school on a full-time basis shall not be considered house guests, so long as such unmarried children have not reached the age of 26. Such children may use the Club without charge.
- 2. Members of the immediate family of Active Members who are either married, not living at home or attending school on a full-time basis or are over 25 years old and meet the house guest requirements, may receive house guest privileges for a limit of four weeks per season at a charge in accordance with a schedule of charges promulgated by the Club from time to time.
- 3. Grandchildren of Active Members are subject to the following regulations.
 - a) They must be residing with their grandparent in residence in their Florida home
 - b) Grandchildren who are age 18 or over will be limited to 4 weeks per sea son as house guests, and there will be a charge in accordance with a schedule of charges promulgated by the Club from time to time.

- 4 Active Members are responsible for all charges mentred by house guests. Charge vouchers may be signed by house guests in the name of the sponsoring Active Member.
- 5 The Club may restrict or suspend emirely the issuance of house guest cards
- A house guest may not introduce any other guests.
- G. Owners of Woodbridge Road Residences: Owners of residences on Woodbridge Road, Palm Beach, Florida shall have Club privileges and responsi bilities in accordance with the Declaration of Use Agreement described in Paragraph VII, E hereof.
- H. Tennis & Croquet Guests must register and are subject to a charge in accordance with a schedule of charges promulgated by the Club from time to time. A particular individual may be a tennis or croquet guest only twice per Membership Year regardless of the number of sponsoring members.
- I. Revocation of Guest Privileges: Use of the Club by guests is a privilege, subject to the control of the Managing Director which may at any time and without the assignment of any reason therefore, refuse to grant the privilege requested or revoke any privilege therefore granted.

IX. EXTENDED GUEST PRIVILEGE:

The Club may permit, in its sole discretion and upon application, approval and payment of applicable fees, a member to annually designate an individual (other than member's spouse and their children under 26) to have use privileges of the Club's facilities. In no event is this convenience intended to permit two individuals to "split" a membership. The current situations in which a Designated User will be permitted are:

- a) An unmarried member may designate an unmarried person who resides with him or her as his or her significant other as a Designated User.
- b) A member may designate a parent or child who resides with the member as a Designated User.

The Club requires documentation satisfactory to it in order to determine whether a Designated User will be approved. The Club may terminate the privileges of any or all Designated Users in its discretion.

TENNIS

The rules of conduct and tennis etiquette of the United States Fennis Association and The Mar-a-Lago Club shall apply at all times, except when in conflict with the local rules or with any of the rules herein.

- Fennis courts will be open for plus from 9.5:30 unless otherwise specified
- Players are required to wear appropriate termis attire at all times, (WHILE IS REQUESIED) collared shirts (men) and soft court swakers

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- 3. Court reservations may be made 24 48 hours in advance by calling the Tennis Pro Shop.
- 4 CANCELLATION POLICY: Reservations MUST be canceled at least ONE hour prior to play. A twenty four (24) hour advance notice is required for cancellation of any lessons or clinics, or you will be charged in full.
- Members shall have the privilege of inviting tennis guests no more two (2) times per Membership Year. Tennis guests must play with a member. A guest fee will be charged.
- Tennis members and their guests are required to register at the pro shop before play. On Mondays and Wednesdays tennis members and their guest may register at the security post.
- Gates are provided for each court entrance to avoid crossing or entering on another court while in play.
- 8. All persons requesting the return of a tennis hall from another court should ask only when play on that court has halted. Players should not retrieve a tennis hall from another court themselves.
- Persons not playing should stay off the court surfaces.
- 10. Courts should be vacated promptly after the reserved playing time is over.
- Proper tennis etiquette should be observed at all times. Excessive noise, racquet throwing or profanity will not be permitted at any time.
- 12. Trash and other litter must not be left on the courts.
- 13. No food or smoking is allowed on the courts.
- The Club may reserve courts for tournaments when needed. Notice will be given to member of such an event by posting notice.
- The Tennis Director shall determine the suitability of the courts for play. Courts may be closed from time to time for maintenance purposes or adverse weather conditions.

Players without a prearranged game are encouraged to call or come to the courts and the Tennis Staff will assist in forming matches.

THE TRUMP SPA

- I ALL PERSONS MUST REGISTER AT THE SPA FRONT DESK.
- 2 Bare feet will not be permitted at any time in the exercise rooms.
- 3 Men and women must wear bathing saits in the swimming pool, steam room and sauna. No cutoffs, dangurees or Bermuda shorts will be permitted.

- Children under sixteen (16) years of age are not allowed to use the health spatanless accompanied by an adult.
- A personal trainer shall be on duty at all times in the exercise rooms and all
 questions regarding use of the equipment or a member's exercise program
 should be referred to such personal trainer.
- Exercise equipment may be used only under the direction and supervision of spa personnel.
- Horseplay, profamity, disruptive conduct and smoking in the spa are strictly prohibited.
- 8 No alcoholic beverages are permitted in the spa area. Other beverages are permitted only in the exercise rooms.
- 9. All jewelry and watches must be removed prior to exercising.
- All persons must sign a medical release form prior to using the health and fitness facility when requested by the Club.

STEAM ROOM POLICIES

- We recommend that you consult your physician before you use the steam room, as you will be using it at your own risk.
- Those with high blood pressure, heart problems, and/or respiratory problems, should avoid using the stream room.
- Please shower before entering. Begin first exposure on lower bench, and limit yourself to a maximum of ten (10) minutes. Shower and repeat on second bench.
- Drink 2-3 glasses of water. Keep the head and face cool with cold compress provided to allow blood pressure to normalize. Finish with a cool rinse.
- 5. Avoid coming in direct contact with steam jets.

SAUNA POLICIES

- We recommend that you consult your physician before you use the sauna, as you will be using it at your own risk.
- Those with high blood pressure, heart problems, respiratory problems and those who are pregnant should avoid using the sauna.
- Please shower before entering. Begin first exposure on lower bench, and limit yourself to a maximum of ten (10) minutes. Shower and repeat on second bench.
- 4. Drink 2-3 glasses of water. Keep the head and face cool with cold compress

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SWIMMING POOL REGULATIONS

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- Use of the pool facilities at any time is at the swimmer's risk.
- The use of the pool, pool area and its facilities is limited to members and their guests.
- Swimming is permitted only during open hours of the pool.
- 4. The pool area includes all of the grounds around the pool.
- Immodest bathing attire should not be worn at the Club.
- Showers are required before entering the pool to remove oils and suntan lations
- All persons using the pool furniture are required to cover the furniture with a towel when using suntan lotions. It has been found that these preparations stain and damage the furniture.
- No bottles, glassware or china may be carried out to the pool by a member or guests at any time.
- No rough play running, running games, ball throwing and noisy or hazardous activity will be permitted in the pool areas. Pushing, dunking and dangerous games are prohibited.
- No artificial floating devices (beach balls, tubes, rafts, etc) are allowed in the pool except under the direction of the Pool Attendant.
- Snorkeling equipment, other than a mask, is not to be used in the pool areas except as part of an organized course of instruction.
- Out of consideration for others, radios may only be used when listened to through ear phones.
- Children under ten (10) years of age are not allowed to use the pool facilities unless accompanied by an adult.
- 14. Nurses, Governesses and Attendants accompanying children learning to swim are permitted the use of the pool until after lessons. Thereafter, they must be dressed in conformity with their position. Parents are responsible at all times for the behavior on Club property of their Nurses, Governesses and Attendants with consideration for the comfort and enjoyment of all others.
- 15. THE CLUB IS NOT RESPONSIBLE FOR ACCIDENT RESULTING FROM THE USE OF THE POOL OR FOR LOSS OR DAMAGE OF ARTICLES OF PERSONAL PROPERTY.
- 16. The Pool Attendant has full authority to enforce pool rules and regulations. Violation of pool rules and regulations shall result in automatic suspension of

swimming pool privileges, and the offense shall be reported to the Managing Director for other appropriate disciplinary action.

- No person with a cold, cough, fever, inflamed eves, skin disease, etc., shall be permitted in the pool.
- Use of the pool is permitted daily, weather permitting as determined by the Managing Director.

CROQUET PROCEDURE, CUSTOMS & COURT ETIQUETTE

- The croquet lawn will be open for play 9-5:30 unless otherwise specified.
- Court reservations of 1-1/2 hour intervals may be made at any time through the Tennis Office.
- Members shall have the privilege of inviting croquet guests no more than twice per Membership Year. Croquet guests must play with a member. A guest fee will be charged.
- Courts may be closed from time to time for maintenance purposes or adverse weather conditions.
- Players should strive to play by the rules of the game and not try to circumvent the ethics and morality of the rules of the game.
- 6. When conflict exists with these Rules, these Rules shall prevail.
- 7. Croquet players customarily wear all white apparel on the court.
- Courtesy should be extended to one's opponent(s) as well as to one's playing partner at all times.
- 9. Players should avoid any behavior that distracts a striker attempting a shot.
- 10. Opponents should remain off the playing surface when it is not their turn.
- Players should avoid verbal confrontations with each other by expressing their legitimate concerns to, if available, the referee.
- Courtesy and good sportsmanship are expected of all players and officials at all times.
- Players are under an obligation to avoid acts that may be considered detrimental to the game of croquet.
- 14. Players should not audibly swear at a player, official, or spectator, use obscene, abusive or insulting language or gestures, throw a mallet or hit a ball in protest or anger.

USCA Official Rules can be obtained from the Director of Croquet.

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SECURITY REGULATIONS

ALL MEMBERS ARE RESPONSIBLE FOR THE OBSERVANCE OF THE SECURITY REGULATIONS.

1. MAIN GATE

• . .

ALL members must use this entrance.
THE MAIN GATE OPENS AT 7:00 A.M.
ON SUNDAY THE MAIN GATE WILL CLOSE AT 3:00 P.M.

ALL MEMBERS ARE REQUIRED TO "STOP" IN FRONT OF THE VALET WHEN USING THE MAIN GATE.

2. NORTH SERVICE EXIT

AT NO TIME should the North Service Exit be used except for Exit off property. Entrance at this exit is prohibited for your safety and the safety of others.

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The Mar-a-Lago Club, z.e.

RULES AND REGULATIONS

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Rules of The Mar-a-Bago Club

RULES OF THE MAR-A-LAGO CLUB

The Mar-a-Lago Club (the "Club") and its property shall be subject to the following Rules, as amended from time to time.

All members are required to read and abide by these Rules. ALL MEMBERS ARE RESPONSIBLE FOR THE OBSERVANCE OF THE RULES BY THEMSELVES, THEIR GUESTS AND THEIR EMPLOYEES.

MEMBERS WHO VIOLATE THE CLUB'S RULES AND REGULATIONS, AS CHANGED FROM TIME TO TIME, WILL BE SUBJECT TO SUSPENSION, EXPULSION OR OTHER APPROPRIATE DISCIPLINARY ACTION.

REPRIMANDING OF EMPLOYEES IS FORBIDDEN; ANY COMPLAINTS SHOULD BE MADE DIRECTLY TO THE MANAGING DIRECTOR.

No person seeking membership and no guest shall be discriminated against on the basis of race, religion, gender, national origin, disability, age or marital status.

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REGISTRATION: Members, their families and guests shall register at the Clubs front reception area each time they visit the Club.

ATTIRE: The living room, dining areas and bar are reserved for those in club attire. It is expected that members' attire should meet the standards of good taste and will dress in a fashion befitting the surroundings and atmosphere provided in the setting of our Club. To avoid embarrassment, it is also expected that members will advise their guests of our dress requirements.

The Club or its designated representative shall be the sole judge of the propriety of any attire.

Breakfast: Appropriate informal, casual sports attire may be worn.

Lunch: Spa, Tennis and Croquet clothes are not allowed in the dining room; please use the outside patio if you are dressed in sports

Evening: Living Room, Library Bar, Dining Room - Jacket & Tie Required Cloister Bar, Patio & Teahouse - Jacket Required, Tie Optional

* If attire for a social event differs from the above, members will be informed *

Bathing attire is allowed ONLY in the pool area, locker rooms Bathing Suits: and walkway to changing areas. Bathing suits WILL NOT be

allowed in any part of the Club's formal rooms.

CHILDREN: Members are responsible at all times for the behavior on Club property of their children and grandchildren (hereinafter called children), and for the behavior of any other children who may be their guests. Children under sixteen years of age are not permitted to be unattended on Club property. Children whose parents are playing tennis, croquet or using the spa facilities are considered unattended. Children must behave at all times with due consideration for the comfort and enjoyment of others; particular care is appropriate. Children under the age of 10 will not be charged for the use of Club facilities.

I. MEMBERSHIP.

- A. Active Members shall be such persons who, conditioned upon paying the required membership deposit in effect from time to time, have been regularly elected to Active Membership by a duly appointed Admissions Committee (the "Admissions Committee") of the Club. The Admissions Committee is appointed from time to time by the Club owner and is comprised of individuals selected by the owner in its sole discretion.
- 1. Active membership shall enable use by Active Members of the Club and its facilities as well as use by such individual's spouse and children under age 26 who are living at home or attending school on a full-time basis.

- 2. Membership in the Club is by the invitation of Active Members or the Admissions Committee. An Active Member wishing to invite an individual for membership must obtain a Membership Application from the Club. Responsibility for completing the form rests with the proposer; incomplete forms will not be considered by the Admissions Committee.
- 3. The Admissions Committee will evaluate a candidate and will thoroughly screen each individual to assure he or she satisfies criteria established from time to time by the Admissions Committee provided, however, that no individual shall be discriminated against because of race, color, religion, sex, national origin, age, disability or marital status. Membership criteria will include, but will not be limited to, character, compatibility with other members and reputation in social, business, community and financial activities. Active Members shall endorse only candidates well known to them and whom they can recommend enthusiastically.
- 4. An interview with the candidate and candidate's spouse may be required. However, the Admissions Committee may waive the requirement of an
- 5. Files of the Admissions Committee, including, without limitation, letters of proposal and recommendation, shall be privileged and confidential, and shall be available only to members of the Admissions Committee, designated executive personnel of the Club and the Trump Organization and Club counsel.
- 6. Each Active Member shall receive a Certificate of Membership in his or her name alone. Memberships may be transferred only through the Club and are not transferable in any open market.
- B. Honorary Members: The Admissions Committee may elect as Honorary Members persons who have rendered service to the Club or attained such other distinction as shall be deemed by the Admissions Committee to merit such recognition. Honorary membership will be subject to payment of such annual dues and charges and compliance with such rules and regulations as established by the Club. The Club may waive the membership deposit requirement for individuals elected to Honorary Membership. Honorary Membership is on an annual basis for the Club's Membership Year (November 1 - October 31). Honorary Membership is automatically renewed each Membership Year unless a notice of termination is sent by the Club. The Club shall have the right, at any time, to recall and terminate any membership in its sole and absolute discretion, to amend the terms of membership and to waive or modify the provisions set forth
- C. Other Memberships. The Club reserves the right to issue other types of membership in the future. Such memberships, if issued, will be entitled to such privileges and subject to the payment of such dues, membership fees and other fees and charges, and such other terms and conditions as may be established by the Club from time to time.

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- D. Marriage or Divorce: A member shall notify the Club in writing of his or her marriage, remarriage or divorce. In the event of separation or divorce, the membership remains with the individual designated as the member on the Membership Application, in the absence of a court order or agreement between the spouses (with notarized signatures of each) to the contrary.
- E. <u>Resignation</u>: Any member may resign from the Club by written notice to the Admissions Committee, provided all indebtedness to the Club has been paid. Upon resignation, prepaid annual dues will be refunded on a pro rata basis based on the number of months remaining in the Membership Year.
- F. Expulsion and Suspension: If any member is charged in writing, addressed to the Admissions Committee by any member or the Club's management, with conduct injurious to the good order, welfare, interest or character of the Club, or with any infraction or abuse of the Club's rules and regulations, the Admissions Committee shall thereupon notify the member so charged and such individual so charged will be given an opportunity to be heard. The Admissions Committee, if it shall be satisfied of the truth of the charge, may either expel or request the resignation of such member or order suspension of such individual's privileges. A member who is expelled from the Club will only be entitled to repayment of his or her membership deposit, less any amounts owed to the Club, thirty (30) years from the date of his or her admission. The Club also reserves the right to prohibit use of the Club by any individual using the Club by virtue of the member's membership for the reasons outlined in this paragraph.
- G. <u>Death Provision</u>: Upon the death of a member, the surviving spouse, if any, may continue membership privileges without the payment of any additional membership deposit. If the surviving spouse continues membership privileges, the membership will be deemed resigned upon the earlier of the surviving spouse's resignation or death. If the deceased member is not survived by a spouse or the surviving spouse does not desire to continue membership privileges and the spouse so notifies the Club, the membership will be deemed resigned as of the date of the member's death. The membership deposit will be paid to the deceased member's estate or the estate's assignee and not to the surviving spouse upon the earlier of (a) thirty (30) years from the date of the member's admission to the Club, or (b) thirty (30) days after the reissuance of the membership by the Club (once resigned) as provided in Section III.A. of these Rules. In order to assign the estate's interest in the membership deposit, the Club must receive written notice from the authorized estate representative within six months of the date of the member's death.
- H. <u>Disputes</u>. Only one person, his or her unseparated spouse and the qualified children of each may exercise the privileges of membership at any time. In no case will the Club become involved in disputes between separated or divorced spouses or involving the heirs of deceased members, or in disputes over the ownership of memberships. In the case of such disputes, the Club may (but will not be required to) at any time suspend all the privileges associated with the membership in question until such disputes are resolved and the Club receives

evidence satisfactory to it of the resolution of such disputes. During the pendency of the dispute, all dues and charges must continue to be paid and failure to pay all dues and charges may result in expulsion of the member.

I. <u>Domestic Partners</u>. The "Domestic Partner" or "significant other" of an unmarried member may be treated as a member of the family of the unmarried member, thus permitting use of the Club facilities to the same extent as a member's spouse. In order to qualify as a Domestic Partner for family member status, the member must be unmarried, must designate one Domestic Partner in writing, the Domestic Partner must live with the member, the Domestic Partner and the member cannot be related, and the member must agree to be responsible for the Domestic Partner's charges. Only two adults (either member and spouse or member and Domestic Partner) may have the privileges of membership at any time. Family Membership privileges will be extended to qualifying children of the member's Domestic Partner.

II. DEPOSIT, DUES AND CHARGES

A. Membership deposits shall be repaid to Active Members upon the earlier of (a) thirty (30) years from the date of the Active Member's admission to the Club or (b) thirty (30) days after the reissuance of the membership by the Club (once resigned) as provided in this paragraph. At the end of thirty (30) years, an Active Member may choose to continue his or her membership privileges by leaving his or her deposit with the Club until subsequent resignation. Upon an Active Member's resignation after the thirty (30) year period, the Club will repay his or her deposit within thirty (30) days after the resignation date regardless of when the Club actually reissues the membership. Membership terminates upon resignation whether resignation occurs before or after the 30-year anniversary of admission. The Club may set-off against the membership deposit any amounts owed to the Club on the date the membership deposit is repaid. Reissuance will commence on a first-resigned, first-reissued basis after the initial issuance of all memberships. Membership deposits and all other Club revenues are the property of the owner of the Club and may be used for any purpose, in its sole discretion.

No membership deposit will be repaid with interest. The right to receive the repayment of a membership deposit is not transferable or negotiable. The repayment of a membership deposit shall constitute a general release of the Club from any liability related in any way to the Club. Notwithstanding any other provision of these Rules, the Club may in its sole discretion cancel any membership at any time and, in such case, refund such member's deposit without interest.

B. Membership deposits, membership annual dues, charges for guests, dining expenses and facility usage fees, plus applicable sales tax, shall be charged in accordance with a schedule of charges promulgated by the Club from time to time. A service charge, determined by the Club from time to time, is added to all food and beverage checks and spa services. Members may be notified of other fees or charges from time to time.

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C. The Club's Membership Year commences on November 1 and ends on October 31. Membership annual dues are payable on or before November 1 of each year and are applicable to the upcoming Membership Year. The membership of any member not paying his or her dues and the Florida State Tax on said dues on or before said date may be discontinued by the Club, unless for reasons submitted to and approved by the Admissions Committee. The Club will provide a member with fifteen (15) days written notice prior to the discontinuance becoming effective. Discontinuance is administrative and will become effective without a hearing. Dues will accrue only for the first year for which they were not paid. In the Club's sole and absolute discretion, a discontinued membership may be reinstated upon payment of all outstanding dues, fees, charges, interest and collection fees plus an additional 10% of such amounts. Reinstatement would permit the member to continue the membership or to properly resign the membership, making the member eligible for an earlier refund of his or her membership deposit. If the member is not reinstated, he or she will have no right of refund until thirty (30) years from the date of his or her admission, at which time the membership deposit will be refunded, less any amounts owed to the Club. A discontinued membership is not counted toward any applicable membership cap.

- D. All indebtedness to the Club should be paid promptly when billed. The membership of any member not paying an indebtedness by the last day of the month in which statement therefore has been given or mailed is delinquent and will be subject to interest at the maximum rate allowable by law until paid. A delinquent membership may be discontinued and reinstated in accordance with the terms of paragraph II.C. The Club shall be entitled to receive reimbursement for all reasonable expenses, including collection fees and attorneys' fees, incurred in the collection of any Club charges. It is the member's responsibility to ensure that the Club has his or her current address.
- E. Members are responsible for all charges incurred by family members and guests introduced by them and for damages caused by such persons.
- F. Members of the Club will not be subject to any capital or operating assessments. The Club will be responsible for all of such costs and will be entitled to all capital or operating profits. The payment of a membership contribution, dues, fees and other charges is required to maintain a membership and is not considered a capital or operating assessment.
- G. The Club makes no representations and expresses no opinions regarding the federal or state income tax consequences of acquiring a membership or repaying all or a portion of the membership deposit without interest. All members acquire their memberships subject to all applicable tax laws as they may exist from time to time. Certain provisions of the Internal Revenue Code impute interest income to a lender with respect to a non-interest bearing loan. It does not appear that these provisions currently apply to the membership deposit. The Internal Revenue Service may, however, issue

regulations which might impute interest income to a member. Members should consult with their own tax advisor with respect to the tax consequences of paying the membership deposit and the Club's non-interest bearing obligation to repay the membership deposit.

III. RESTRICTIONS

- A. Property of the Club shall not be removed from the premises without permission of the Club.
- B. No political or business solicitation shall be effected on Club property or with the use of Club stationery or other utilization of the Club name without prior approval of the Club.
- C. No commercial or political advertisement or notice of any kind shall be posted or circulated in the Club.
- D. No professional photographers shall be allowed to take pictures at the Club except at a private party given by a Member. No reporters, feature writers or other members of the media shall be introduced as guest, if while on the Club's premises they will be pursuing that occupation or gathering material for later publication.
 - E. Smoking will not be permitted on the Club indoor premises.
- IV. AGREEMENT TO RULES: Payment by a Member shall be deemed knowledge and acceptance of these Rules, and any amendments thereto.
- V. <u>INTERPRETATION</u>: The Club shall have the sole right to interpret these
- VI. WAIVER: At any time and from time to time, the Club may waive any Rule (or any part of any Rule) if such waiver is deemed by the Club to be in the best interests of the Club or if any Rule (or any part of any Rule) is judged by the Club to result in individual hardship or lack of fairness, with the exception, however, of Rule VII, E. below.

VII. <u>GENERAL</u>:

A. Events: The Club owner, its agents, affiliates and assignees will have the right to hold tournaments and other events at the Club from which members may be excluded, without compensation to the Club or its members, on the dates and at the times the Club owner desires. The Club owner may market the Club in advertisements and other media by making reference to the Club, including, but not limited to, pictures or drawings of the Club facilities, and the availability of memberships at the Club. Members may use the Club facilities for private parties in accordance with the rules and regulations promulgated from time to time.

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- B. Reservation Policy: Members are required to make their own reservations for all dining events. We require a cancellation call if you are unable to honor your reservation. Tickets will be required for special events and can be purchased prior to events. With respect to evening Club activities requiring reservations, a charge will be made for reservations not canceled by 12:00 noon on the same date of the event. With respect to daytime Club activities requiring reservations, the reservation must be canceled by 12:00 noon on the day prior to the event.
- C. Revocable License: Membership in the Club is acquired on a nonequity basis. It does not confer any vested or prescriptive right or easement to use the Club and its facilities. Members acquire only a revocable license to use the Club and its facilities. They have no ownership or voting interest in the Mara-Lago Club, L.C. which operates the Club.
- D. Preservation: A detailed set of preservation principles have been established by the Club and are available to Members for review.
- E. Declaration of Agreement: The Club will at all times comply with the Declaration of Use of Agreement among the Town of Palm Beach, The Mar-a-Lago Club, L.C. and Donald J. Trump dated August 11, 1993 and recorded in the Official Records of Palm Beach County, Florida. This agreement includes, without limitation, the following binding provisions:
- 1. Until the Club operates at a break-even point or profitability for three (3) consecutive years, Donald J. Trump shall pay any and all real estate taxes, maintenance costs, insurance premiums and similar expenses to the extent the Club is unable to meet such obligations.
- 2. A separate fiduciary account shall be established by the Club into which ten percent (10%) of all gross revenues from guest suites shall be deposited and used exclusively for maintenance and restoration purposes.
- 3. If the Club is intentionally abandoned for a period of one (1) year after the Club has been in operation, or if the Club is intentionally abandoned at any time, Mar-a-Lago shall revert to use as the private single family residence of Donald J. Trump and, under such circumstances, all membership deposits shall be refunded, without interest. Donald J. Trump, the Club and all members of the Club shall hold the Town of Palm Beach harmless from any liability or claim against the Town resulting from the Declaration of Use Agreement, the reversion of single family use, the reversion to Donald J. Trump or any claim resulting therefrom.
- Recreational Purpose: Memberships in the Club are being offered exclusively for the purpose of permitting persons acquiring memberships to use the Club's facilities. Memberships should not be viewed or acquired as an investment and no person purchasing a membership should expect to derive any economic profits from a membership in the Club.

- G. Property Disclaimer: Each member as a condition of membership and each guest as a condition of invitation to the premises of the Club assumes sole responsibility for his or her property. The Club will not be responsible for the loss of, or damage to, property received or held on behalf of Members or guests or kept by them at the Club whether in lockers, cabanas or elsewhere, and whether such loss or damage is due to negligence of the Club or any of its employees or agents or otherwise, nor will it be responsible for errors, mistakes, negligence, or dishonesty of messengers or other employees or concessionaires, nor for the loss of, or damage to, any property entrusted to any employee or concessionaires.
- H. Release: In consideration and as a condition of invitation to the Club premises, any member, 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, or who engages in any contest, game, function, exercise, competition or other activity operated, organized arranged or sponsored by the Club, either on or off the Club's premises, shall do so at his or her own risk, and shall hold the Club and its affiliates, operator, directors, governors, officers, employees, representatives, agents or concessionaires harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred resulting therefrom and/or from any act, omission, negligence, malfeasance or misfeasance of the Club or its affiliates, operator, directors, governors, employees, representatives, agents or concessionaires even through that liability may arise out of the negligence or carelessness of the entities or persons released. All parties bound by these Club Rules understand that this release includes any claims based on the negligence, actions or inactions of any or all of the persons released herein. Such bound parties also understand that activities at the Club are inherently dangerous and that access to the Club includes the risk of serious injury or death from errant balls and other causes. Such bound parties accept all risks of access to the Club. Any member shall indemnify, defend and hold harmless the Club and its affiliates, operator, directors, governors, officers, employees, representatives, agents or concessionaires hereunder from any such loss, cost, claim, injury damage or liability sustained or incurred by any guest of that member, family member or servant of such member.

No member shall have any right of action against the Club or any of its officers, directors, agents, employees or concessionaires, to recover losses or damages for injuries to the person or property of such member or the servant or servants of such member, due to negligence, malfeasance or misfeasance of any of its officers, directors, agents, employees or concessionaires. Acceptance or continuance of membership by any person shall so far as permitted by law be a waiver and surrender by such member of any such right or action.

Should any party bound by these General Club Rules bring suit against the Club or its affiliates, operator, directors, governors, officers, employees, representatives, agents or concessionaires for any event operated, organized, arranged or sponsored by the Club or any concessionaire or any claim on any matter and fail to obtain judgment therein against the Club or its affiliates,

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operator, director, governor, officer, employee, representatives, agents or concessionaires, said party shall be liable to the Club and its affiliates, operator, directors, governors, officers, employees, representatives, agents or concessionaires for all costs and expenses incurred by it in the defense of such suit (including court costs and attorney's fees through all appellate proceedings). Each member acknowledges that all aspects of membership will occur in Palm Beach County, Florida and therefore irrevocably and unconditionally (a) agrees that any suit, action or legal proceeding arising out of or relating to membership will be brought in the courts of record of the State of Florida in Palm Beach County; (b) consents to the jurisdiction of each such court in a suit, action or proceeding; (c) waives any objection which he or she may have to the laying of venue of any such suit, action or proceeding in any such court; and (d) agrees that service of any court paper may be effected on such party by mail, under the applicable laws or court rules in Florida.

VIII. GUESTS

A. In General:

- 1. Weekly guests, day guests, luncheon guests, dinner guests, croquet guests and tennis guests must be accompanied by their sponsor at all times, who is responsible for their conduct.
- 2. A member shall not introduce as a guest any person who has been expelled from the Club.
- B. Guest Card Holders shall be persons sponsored by an Active Member, subject to approval by the Admissions Committee. Such cards are limited to a two-week period per season with a fee.
 - 1. Weekly guest card holders may not introduce guests.
- 2. The sponsor is responsible for all charges incurred by the weekly guest card holder.
- 3. Issuance of a weekly card to any particular person is limited to no more than two consecutive years and not more than three years in any six-year period.
- 4. The Club may restrict or suspend entirely the issuance of weekly guest cards at any time.
- C. Day Guests shall be such persons as are introduced by Active Members. A day guest charge shall be in accordance with a schedule of charges promulgated by the Club from time to time.
- 1. A day guest must be registered by a member prior to using the Club facilities.

- 2. Regulations require submission of written request and approval by the Club.
 - 3. A day guest may not invite or introduce any other guests.
- 4. A particular individual may be a day guest only twice per year regardless of the number of sponsoring members. Active Members are requested to use care to keep day guests within the stated limit as guests who have exceeded the limit will be denied access.
- 5. Children over the age of 10 (other than children or grandchildren of members) shall be considered guests.
- D. Luncheon Guests shall be persons introduced and accompanied at luncheon by members.
- 1. Luncheon guests may remain in the Club until the dining room closes, but if any such guest uses the facilities of the Club for swimming, tennis, sun bathing, etc., he or she will be subject to the day guest charge.
- 2. The restriction of two visits per year is applicable to luncheon guests. Members are requested to use care to keep their guests within the limit stated, as guests who have exceeded the limit will be denied access.
- E. Dinner Guests shall be such persons introduced and accompanied at dinner by members. A particular individual may be a dinner guest only twice per year regardless of the number of sponsoring members. Members are requested to keep dinner guests within the limit stated for dinner guests from time to time, as guests who have exceeded the limit will be denied access.
- F. House Guests shall be such persons as may be guests residing with Active Members in residence in their Florida homes. Such persons may receive house guest cards with a limit of two weeks per season. The charge shall be in accordance with a schedule of charges promulgated by the Club from time to time.
- 1. Unmarried children of Active Members who are living at home or attending school on a full-time basis shall not be considered house guests, so long as such unmarried children have not reached the age of 26. Such children may use the Club without charge.
- 2. Members of the immediate family of Active Members who are either married, not living at home or attending school on a full-time basis, or are over 25 years old and meet the house guest requirements, may receive house guest privileges for a limit of four weeks per season at a charge in accordance with a schedule of charges promulgated by the Club from time to time.

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- 3. Grandchildren of Active Members are subject to the following regulations:
- a) They must be residing with their grandparent in residence in their Florida home.
- b) Grandchildren who are age 18 or over will be limited to 4 weeks per season as house guests, and there will be a charge in accordance with a schedule of charges promulgated by the Club from time to time.
- 4. Active Members are responsible for all charges incurred by house guests. Charge vouchers may be signed by house guests in the name of the sponsoring Active Member.
- 5. The Club may restrict or suspend entirely the issuance of house guest cards.
 - 6. A house guest may not introduce any other guests.
- G. Owners of Woodbridge Road Residences: Owners of residences on Woodbridge Road, Palm Beach, Florida shall have Club privileges and responsibilities in accordance with the Declaration of Use Agreement described in Paragraph VII, E. hereof.
- H. Tennis & Croquet Guests must register and are subject to a charge in accordance with a schedule of charges promulgated by the Club from time to time. A particular individual may be a tennis or croquet guest only twice per Membership Year regardless of the number of sponsoring members.
- I. Revocation of Guest Privileges: Use of the Club by guests is a privilege, subject to the control of the Managing Director, which may at any time and without the assignment of any reason therefore, refuse to grant the privilege requested or revoke any privilege therefore granted.

IX. EXTENDED GUEST PRIVILEGE:

The Club may permit, in its sole discretion and upon application, approval and payment of applicable fees, a member to annually designate an individual (other than member's spouse and their children under 26) to have use privileges of the Club's facilities. In no event is this convenience intended to permit two individuals to "split" a membership. The current situations in which a Designated User will be permitted are:

a) An unmarried member may designate an unmarried person who resides with him or her as his or her significant other as a Designated User.

b) A member may designate a parent or child who resides with the member as a Designated User.

The Club requires documentation satisfactory to it in order to determine whether a Designated User will be approved. The Club may terminate the privileges of any or all Designated Users in its discretion.

TENNIS

The rules of conduct and tennis etiquette of the United States Tennis Association and The Mar-a-Lago Club shall apply at all times, except when in conflict with the local rules or with any of the rules herein.

- 1. Tennis courts will be open for play from 9:00 a.m.-5:30 p.m. unless otherwise specified.
- 2. Players are required to wear appropriate tennis attire at all times, (WHITE IS REQUESTED) collared shirts (men) and soft court sneakers.
- 3. Court reservations may be made 24-48 hours in advance by calling the Tennis Pro Shop.
- 4. CANCELLATION POLICY: Reservations MUST be canceled at least ONE hour prior to play. A twenty four (24) hour advance notice is required for cancellation of any lessons or clinics, or you will be charged in full.
- 5. Members shall have the privilege of inviting tennis guests no more two (2) times per Membership Year. Tennis guests must play with a member. A guest fee will be charged.
- 6. Tennis members and their guests are required to register at the pro shop before play. On Mondays and Wednesdays tennis members and their guests may register at the security post.
- 7. Gates are provided for each court entrance to avoid crossing or entering another court while in play.
- 8. All persons requesting the return of a tennis ball from another court should ask only when play on that court has halted. Players should not retrieve a tennis ball from another court themselves.
 - 9. Persons not playing should stay off the court surfaces.
- 10. Courts should be vacated promptly after the reserved playing time is over.
- 11. Proper tennis etiquette should be observed at all times. Excessive noise, racquet throwing or profanity will not be permitted at any time.

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- 12. Trash and other litter must not be left on the courts.
- 13. No food or smoking is allowed on the courts.
- 14. The Club may reserve courts for tournaments when needed. Notice will be given to member of such an event by posting notice.
- 15. The Tennis Director shall determine the suitability of the courts for play. Courts may be closed from time to time for maintenance purposes or adverse weather conditions.

Players without a prearranged game are encouraged to call or come to the courts and the Tennis Staff will assist in forming matches.

THE TRUMP SPA

- 1. ALL PERSONS MUST REGISTER AT THE SPA FRONT DESK.
- 2. Bare feet will not be permitted at any time in the exercise rooms.
- 3. Men and women must wear bathing suits in the swimming pool, steam room and sauna. No cutoffs, dungarees or Bermuda shorts will be permitted.
- 4. Children under sixteen (16) years of age are not allowed to use the health spa unless accompanied by an adult.
- 5. A personal trainer shall be on duty upon request in the exercise rooms and all questions regarding use of the equipment or a member's exercise program should be referred to such personal trainer.
- 6. Exercise equipment may be used only under the direction and supervision of spa personnel.
- 7. Horseplay, profanity, disruptive conduct and smoking in the spa are strictly prohibited.
- 8. No alcoholic beverages are permitted in the spa area. Other beverages are permitted only in the exercise rooms.
 - 9. All jewelry and watches must be removed prior to exercising.
- 10. All persons must sign a medical release form prior to using the health and fitness facility when requested by the Club.

STEAM ROOM POLICIES

- 1. We recommend that you consult your physician before you use the steam room, as you will be using it at your own risk.
- 2. Those with high blood pressure, heart problems and/or respiratory problems, should avoid using the stream room.
- 3. Please shower before entering. Begin first exposure on lower bench, and limit yourself to a maximum of ten (10) minutes. Shower and repeat on second bench.
- 4. Drink 2-3 glasses of water. Keep the head and face cool with cold compresses provided to allow blood pressure to normalize. Finish with a cool rinse.
 - 5. Avoid coming in direct contact with steam jets.

SAUNA POLICIES

- 1. We recommend that you consult your physician before you use the sauna, as you will be using it at your own risk.
- 2. Those with high blood pressure, heart problems, respiratory problems and those who are pregnant should avoid using the sauna.
- 3. Please shower before entering. Begin first exposure on lower bench, and limit yourself to a maximum of ten (10) minutes. Shower and repeat on second bench.
- 4. Drink 2-3 glasses of water. Keep the head and face cool with cold compress provided. Finish with a cool rinse.

SWIMMING POOL AND CABANA REGULATIONS

- 1. Use of the pool facilities at any time is at the swimmer's risk.
- 2. The use of the pools, pool areas and the pool facilities is limited to members and their guests.
 - 3. Swimming is permitted only during open hours of the pools.
 - 4. The pool areas include all of the grounds around each of the pools.
 - 5. Immodest bathing attire should not be worn at the Club.
- 6. Showers are required before entering the pools to remove oils and suntan lotions.

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- 7. All persons using pool furniture are required to cover the furniture with a towel when using suntan lotions. It has been found that these preparations stain and damage the furniture.
- 8. No bottles, glassware or china may be carried out to the pools by a member or guests at any time.
- 9. No rough play running, running games, ball throwing, noisy or hazardous activity will be permitted in the pool areas. Pushing, dunking and dangerous games are prohibited.
- 10. No artificial floating devices (beach balls, tubes, rafts, etc.) are allowed in the pools except under the direction of the Pool Attendant.
- 11. Snorkeling equipment, other than a mask, is not to be used in the pool areas except as part of an organized course of instruction.
- 12. Out of consideration for others, radios may only be used when listened to through ear phones.
- 13. Children under sixteen (16) years of age are not allowed to use the pool facilities unless accompanied by an adult.
- 14. Nurses, Governesses and Attendants accompanying children learning to swim are permitted the use of the pool until after lessons. Thereafter, they must be dressed in conformity with their position. Parents are responsible at all times for the behavior on Club property of their Nurses, Governesses and Attendants with consideration for the comfort and enjoyment of all others.
- 15. THE CLUB IS NOT RESPONSIBLE FOR ANY ACCIDENT RESULTING FROM THE USE OF THE POOLS OR FOR LOSS OR DAMAGE OF ARTICLES OF PERSONAL PROPERTY.
- 16. The Pool Attendants have full authority to enforce pool rules and regulations. Violation of pool rules and regulations shall result in automatic suspension of swimming pool privileges, and the offense shall be reported to the Managing Director for other appropriate disciplinary action.
- 17. No person with a cold, cough, fever, inflamed eyes, skin disease, etc., shall be permitted in the pools.
- 18. Use of the pools is permitted daily, weather permitting, as determined by the Managing Director.
- 19. Food and beverages are not permitted in the pools, cabanas or pool areas, except when provided by the Club.

- 20. Cabanas are available for rental on a seasonal, weekly or daily basis. Deadlines regarding cabana rental registration may be implemented from time to time and priority may be given to prior renters.
- 21. The maximum occupancy of a Luxury Cabana is six persons and the maximum number of users of a Resort Cabana is four persons, except that in the case of families with children who are single, reside at home or in school, and who are under twenty-three (23) years of age; all such immediate family members may use the cabana. Applicable guest fees will be charged.
- 22. All umbrellas used on the Club property shall be furnished by the Club. A fee for umbrella use may be charged.
- 23. Any personal items in the pool areas or cabanas are subject to approval of the Club.

CROQUET PROCEDURE, CUSTOMS & COURT ETIQUETTE

- 1. The croquet lawn will be open for play 9:00 a.m.-5:30 p.m. unless otherwise specified.
- 2. Court reservations of 1-1/2 hour intervals may be made at any time through the Tennis Office.
- 3. Members shall have the privilege of inviting croquet guests no more than twice per Membership Year. Croquet guests must play with a member. A guest fee will be charged.
- 4. Courts may be closed from time to time for maintenance purposes or adverse weather conditions.
- 5. Players should strive to play by the rules of the game and not try to circumvent the ethics and morality of the rules of the game.
 - 6. When conflict exists with these Rules, these Rules shall prevail.
 - 7. Croquet players customarily wear all white apparel on the court.
- 8. Courtesy should be extended to one's opponent(s) as well as to one's playing partner at all times.
- 9. Players should avoid any behavior that distracts a striker attempting a shot.
 - 10. Opponents should remain off the playing surface when it is not their turn.

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11. Players should avoid verbal confrontations with each other by expressing their legitimate concerns to, if available, the referee.

- 12. Courtesy and good sportsmanship are expected of all players and officials at all times.
- 13. Players are under an obligation to avoid acts that may be considered detrimental to the game of croquet.
- 14. Players should not audibly swear at a player, official, or spectator, use obscene, abusive or insulting language or gestures, throw a mallet or hit a ball in protest or anger.

USCA Official Rules can be obtained from the Director of Croquet.

SECURITY REGULATIONS

ALL MEMBERS ARE RESPONSIBLE FOR THE OBSERVANCE OF THE SECURITY REGULATIONS.

1. MAIN GATE

ALL members must use this entrance.
THE MAIN GATE OPENS AT 7:00 A.M.
ON SUNDAY THE MAIN GATE WILL CLOSE AT 3:00 P.M.

ALL MEMBERS ARE REQUIRED TO "STOP" IN FRONT OF THE VALET WHEN USING THE MAIN GATE.

2. NORTH SERVICE EXIT

AT NO TIME should the North Service Exit be used except for Exit off property. Entrance at this exit is prohibited for your safety and the safety of others.

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EXHIBIT C

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3. NON-REFUNDABLE INITIATION FEE.

NON-REFUNDABLE INITIATION FEE.

I understand and agree that the Initiation Fe as non-refundable and a due and payable simultonicually with the submission of my application. Except if my application is expressly rejected and I do not become a member, I, and each of my profescissors, heirs, successors, legal representatives and assigns ("RELEASOR"), hereby fully, finally and forewer releases, acquisis and discharges the Club and DONALD J. RELIAFOR"). PREVENTION, and continued a discharge the Club and DONALD J. RELIAFOR "I reversion and applicable", afficiers, directors, analysisses, prefesciously, hereistonically accessors, substitutionical, afficiates, legal representatives and assigns (collectively, TRELEASOR"). Providing and all actionst, causer of dection, suits, debts, dues, same of money, accounts, reshoring, tonds, bills, specialities, covenants, contraversion, agreements, promises, werings, tonds, bills, specialities, covenants, contraversion, agreements, promises, werings, tonds, bills, specialities, covenants, contraversion, agreements, promises, werings, tonds, bills, specialities, covenants, and demands obsusseer of every kind and nature, to law or equily, known or unknown, absolute or countegens, which better the promises of access of the property and and expense claiming through or under RELEASOR, makes, was rever had or may have at any time whitstower striting out of or related in any way to the leminature Fee (collectively, TCLIMS"), by bring the specific understanding that oil such Claims; shall forever be referred and discharged.

4. YERIFICATION OF APPLICATION.

Upon styping this application for membership, it authorize the disciosure and release of informa-tion to the Club for investigating my qualifications for membership and authorize those persons or entitles named herein to farnish personal and financial information about me to the Club

5 DECLARATION OF USE AGREEMENT.

ABALMANGALITY SET VASA AMERICANISM AS A CONTROL OF THE MET AS A CONTROL OF THE

Date	Signed:	Approxime a frigulation
Date	Signed:	Spoule's Signature
This application for signed.	or membership shall not be bis	fing upon the Club until the acceptance below
APPROVED AND	ACCEPTED:	
THE MAR-A-LAG	O CLUB, L.C.	
Byz Authorized Sig	inatory	
Date:		



The Alar-a-Lago Club

APPLICATION FOR MEMBERSHIP

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BANK REFERENCES

APPLICATION FOR MEMBERSHIP	Date of Birth: Social Security Number:	Hame of Ingitudian Bow			
(Please Type or Print)	Spouse's or SIO Business or Profession:	Officer to Consoci Accesses No. Telephone No.			
Personal Information	Company NameTule:	2			
L ERSUNAL INFORMATION	Business Address:	Numer of Institution Bro			
Name ·	City: State: Zip:	Officer to Contact Account No. Telephone No.			
Local Address:	Telephone (Business):Cell:	PERSONAL REFERENCES			
City: State, Zip:	Email Address:	I.			
Out of Town Address:	DEPENDENT INFORMATION	Name Tolephore No			
City:State:Zip:	Please list your children who are under the age of twenty-six and living at home or attending school on a full time basis:	Addiress			
Billing Address: (Check One) 🖸 Local 🗎 Out of Town 🚨 Business		Timed Address			
Telephone: (Local) (Out of Town)	2 Yexi No()	2 . Natur Thirphow No			
Date of Birth:Social Security Number	J. Yest 1 Not 3 4. Yest 1 Not 3				
Business or Profession:	5 Yes () Ne ()	Auditor			
Company Name: Title:		Email Fallings			
Business Address:	Clubs, Lodges, Orders or Associations of Which You Are Now or Previously Were a Member). APPLICATION FOR MEANSHISHIP PREVILEGES AND NON-SEFUNDABLE INITIATION FEE			
City: State: Zip:	Organization Address From To	I apply for membership in the Chib operated by The Mor-a-Lago Club, L.C. (the "Club") an			
Telephone (Business): Cell:		submit herewith the required nun-repeatable (nitiation fee of			
Email Address:		2. COMPLIANCE WITH CLUB RULES.			
Are YouMarriedSingleWidowedSIO		l agree to be bound by the Rules of The Mara-Lago Club; as promulgated and amended from tim to time, specifically including the release and indemnity provisions			

SPOUSE OR SIGNIFICANT OTHER INFORMATION

Spouse's or SIO Name: ____

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2. COMPLIANCE WITH CLUB RULES

ScheffildelCock, M.A.I.S. Soldill, ISLELino's I agree to it branch by the Hadrenbry Pent, the Natur and Regulations, and any other decreases portaining to the use of the Cold and my numbership clavin (the "Hernbry-High Decreasess"), as prompted and amounted from time to their in the Cold and decreasing, negligably instituting, but are limited to, the Assemptive of Hich, Goverd Relaxes, Ladverofficative, Limbotive of Linkligs, lange Relaxes, and Arbitratives proxisions.

By signing bolan I solumning that I have rearbol, read, and authentical the Mandreckly Dissumant and agree that are
of the Cub and positing of Mandreckly are religion to the terms, conditions and restriction and facts in the Mandreckly Dissument is equipment (and Mandreckly Dissument is equipment) (Mandreckly in the Clob and our our religion or any other demands or out representation. The Clob reserves the right, in its effection, in terminant or modify the Mandreckly Dissument in color any and energy amounts, including, indicant functions, modifying or invariantly the Mandreckly Dissument in which or in fact.

Z. GOVERNING LAW.

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The Allar-a. Lago Club

MEMBERSHIP APPLICATION

FILED: NEW YORK COUNTY CLERK 12/08/2023 10:55 AM

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NYSCEF DOC. NO. 1646

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Memorandum Re: Mar-a-Lago Club Trump Residency

To:

Mayor and Town Council

From:

John C. Randolph, Town Attorney

Each of you are aware of the allegations of neighbors of the Mar-a-Lago Club that former President Donald J. Trump is not allowed to reside at Mar-a-Lago since it was converted in 1993 to a private club. In sum, it is argued that Mar-a-Lago is either a private residence or a club, but cannot be both.

I have previously provided you with historical documents relating to the conversion of Mar-a-Lago from a private residence to a private club, including the application, minutes of applicable meetings, the Declaration of Use Agreement relating to the Club, amendments to said Agreement and the zoning ordinance which defines private club. These documents shed light on the conditions of approval of the Club and the question of whether Trump may reside at Mar-a-Lago subsequent to it having been converted to a private club.

The Application for Special Exception 11-93 was submitted by the Mar-a-Lago Club, Inc. on April 29, 1993 requesting a special exception to convert Mar-a-Lago from a residential use to a private club. The application was filed pursuant to that section of the Town Zoning Code relating to District R-AA, Large Estate Residential, which allows "private social swimming, golf, tennis and yacht clubs" as a special exception use. Notably, the definition of private club under the zoning code provides, in part,

"Within residential zoning districts, a private club may provide living quarters for its *bona fide* employees only."

The purpose of this regulation prohibiting living quarters except for the Club's *bona fide* employees is to keep a club from turning into a multi-family residence or a commercial use such as a hotel, neither of which are permitted uses in this R-AA District.

The Application for Special Exception was first heard at a special meeting of the Town Council on May 13, 1993. The minutes of that meeting reflect the following regarding a statement of Paul Rampell representing the applicant:

"Another question asked of him is whether or not Mr. Trump will continue to live at Mar-a-Lago and the answer is 'No,' except that he will be a member of the Club and would be entitled to use the guest rooms."

Some have suggested that this statement is dispositive of the manner in which former President Trump may use the Club, i.e., only as a member using the guest suites for no more than three (3) non-consecutive seven (7) day periods during the year. It is important to note, however, that the Declaration of Use Agreement, ultimately agreed to and executed by the parties, did not incorporate a direct prohibition on former President

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Trump residing at the Club, the language in the Agreement pertaining only to the members' use of the guest suites. Because the Agreement is silent in regard to a specific prohibition on Trump residing at the Club, the Town should look to its Zoning Code to determine whether there is any prohibition on former President Trump residing at the Mara-Lago Club. The Code prohibits living quarters within a club except for its bona fide employees. The definition of Employee in the Town's Code provides as follows:

"Employee means any person generally working onsite for the establishment and includes sole proprietors, partners, limited partners, corporate officers and the like."

I believe this issue, therefore, hinges primarily on whether former President Trump is a bona fide employee of the Club. In that regard, please see the attached letter from John Marion, representing former President Trump and the Mar-a-Lago Club, Inc. This letter includes representations relating to former President Trump's residency at Mar-a-Lago both before and after its conversion to a Club, which, although of historical significance, are not as legally relevant, in my opinion, as the representations regarding whether or not former President Trump is a bona fide employee of the Club. If he is a bona fide employee of the Club, absent a specific restriction prohibiting former President Trump from residing at the Club, it appears the Zoning Code permits him to reside at the Club.

I recommend that the Mayor and Town Council hear presentations in regard to this matter from all interested parties including, but not limited to, the neighbors to Mar-a-Lago, their representatives, representatives of former President Trump, the Mar-a-Lago Club and other interested parties. After entertaining all of the relevant presentations, the Town Council should deliberate on this matter and determine what action, if any, should be taken.

I will be happy to answer any questions the Mayor and Town Council have in regard to this matter.

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JOHN B. MARION, IV, OF COUNSEL

January 28, 2021

John (Skip) C. Randolph, Esq. Jones, Foster, Johnston & Stubbs, P.A. 505 South Flagler Drive Suite 1100 West Palm Beach Florida 33401

Re: The Mar-A-Lago Club

Dear Skip:

I represent President Donald J. Trump and The Mar-a-Lago Club.

As we have discussed, an issue has arisen questioning whether President Trump, as the Owner of The Mar-a-Lago Club ("MAL"), has the right to reside there. I am writing to explain why that position has absolutely no merit.

Chronologically, President Trump purchased Mar-a-Lago from the Post Foundation in 1985 and utilized it as his private residence¹. In 1993, the Town of Palm Beach ("Town") approved an application for a special exception (one that was contemplated by the existing zoning code and did not require a variance) to use MAL as a private social club. The 1993 application for this special exception specifically stated:

"...the actual usage of Mar-a-Lago will not change. No new activity will occur which cannot, does not or has not taken place in the past under the existing zoning of this property. The applicant seeks no physical change whatsoever to the property (such as, for instance, the addition or demolition of any improvement)..." (Emphasis supplied)

¹ Donald J. Trump purchased Mar-A-Lago in 1985 from the Post Foundation. By virtue of subsequent internal transfers executed over the past thirty-five years, Mar-A-Lago is currently owned by Mar-A-Lago Club, LLC. This entity is ultimately owned entirely by The Donald J. Trump Revocable Trust dated April 7, 2014, a trust of which Mr. Trump is the beneficiary and sole trustee.

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After much discussion, debate and negotiations, the special exception was granted and a Declaration of Use Agreement ("Agreement") was mutually drafted and ultimately executed by the Town, The Mar-a-Lago Club, Inc. and President Trump as Owner of MAL. Under the terms of the Agreement, the Town required the Owner to remain ultimately responsible for the property and all related taxes and expenses.

Importantly, while the Town could have specifically provided in the Agreement that the Owner could not reside on the property, it did not. The Town did specifically limit the use of the guest suites on the property ("The use of guest suites shall be limited to a maximum of three (3) non-consecutive seven (7) day periods by any one member during the year"), but President Trump does not use a guest suite when at MAL, he uses the "Owner's Suite", which is not a guest suite. It was never intended that conversion of MAL to a private club would change the nature of or the Owner's right to use the Owner's Suite.

Also important is the fact that the Agreement states:

"The use of the Land shall be for a private social club in compliance with all of the information and exhibits included in the application not inconsistent with the terms set forth herein, and subject to such uses not inconsistent with the terms set forth herein, set forth in the Application for Special Exception No. 11-93 and The Mara-Lago Club: A Special Exception Use and Preservation Plan, as amended (hereinafter referred to as the "Plan") as submitted to the Town." (Emphasis supplied)

And the Application and Plan specifically refer to and describe in detail the very Owner's Suite we are discussing ("Owner's Suite: Accessible from the south end of the cloister...the Owner's Suite consists of Pine Hall (an antechamber), a vestibule (Louis XV Hall), the owner's bedroom, toilet, bath and drawing room, and the Norwegian Room and bath"). It has always been the case, before and after the execution of the Agreement in 1993, that President Trump has resided in the Owner's Suite when at MAL, a use which has been far in excess of three visits per year and has never been challenged. Referring again to the specific language of the Application, it states:

"In its conversion from a so-called Large Residential Estate to a private social club, the actual usage of Mar-a-Lago will not change. No new activity will occur which cannot, does not or has not taken place in the past under the existing zoning of this property." (Emphasis supplied)

President Trump as well as Marjorie Merriweather Post resided at Mar-a-Lago prior to its use as a private social club, and his act of residing there ever since is clearly a use completely consistent with the use of the property in the past as set forth in the Application and adopted in the Agreement.

The Agreement is the entire agreement of the parties, and it specifically says so:

"This Agreement represents the entire agreement between the parties as to its subject

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matter and it may not be amended except by written agreement executed by both parties."

As you know, this means that nothing that may have been said by or on behalf of any of the parties to the Agreement before it was entered into is relevant. The parties negotiated the terms of the Agreement over numerous months and after much open debate and discussion. Under the law, the only language relevant to the Agreement is the specific language of the Agreement itself, and the documents to which is makes specific reference. And the Agreement itself, through its reference to the Application and Plan, not only refers to the Owner's Suite, but describes it in great detail, and states that the actual usage of the property will not change.

Finally, the Town's Zoning Code specifically allows President Trump to reside at MAL. The relevant provisions are contained within Sec. 134-2. - Definitions and rules of construction:

- "...(b) Definitions. The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:
 - ...Club, private means buildings and/or facilities, not open to the general public, owned and operated by a corporation or association of persons for social or recreational purposes for members and their bona fide guests and which may render, as an accessory use, services that are customarily carried on as a business. Within residential zoning districts, a private club may provide living quarters for its bona fide employees only.
 - ... Employee means any person generally working on site for the establishment and includes sole proprietors, partners, limited partners, corporate officers and the like." (Emphasis supplied)

President Trump is the President of Mar-A-Lago Club, LLC (the legal owner of MAL), and as a corporate officer oversees the property. He is therefore a bona fide employee within the express terms of the Town's Zoning Code. As such, separate and apart from all of the other reasons outlined above, under the Town's own Zoning Code he is clearly entitled to reside there.

Sincerely,

SELLARS, MARION & BACHI, P.A.

John B. Marion, IV

JBM/bb