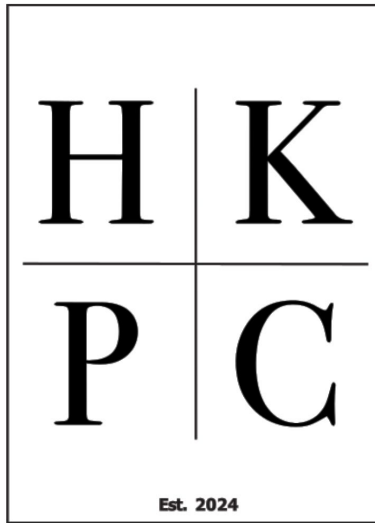




RULES AND REGULATIONS

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January 2024

PREAMBLE

These Rules and Regulations for Hell's Kitchen Pickleball Club (the "Club") are intended to be a guide to the use of the Club Facilities referenced in the Membership Plan. They are not intended to deal with all conceivable issues that may be presented for governance. These Rules and Regulations are established by the Club to protect the Club Facilities and to promote the health, safety, welfare and enjoyment of the members and guests and all other persons using the Club Facilities. The Club is committed to providing all members and their guests with an enjoyable club experience. To uphold these standards, members and guests are expected to act in a manner consistent with good taste. The Club may amend these Rules and Regulations from time to time as it determines appropriate in its sole discretion. Where these Rules and Regulations refer to the Club taking action or having certain rights, Hell's Kitchen Pickleball Club, LLC, a New York limited liability company (the "Company"), doing business as the Club, shall have the right to take such action and shall have such rights. Capitalized terms that are not defined in these Rules and Regulations shall have the meaning ascribed to them in the Membership Plan.

GENERAL CLUB RULES

1. Members and their guests shall abide by all rules and regulations of the Club as they may be amended from time to time.
2. The Club Facilities shall be open on the days and during the hours as may be established by the Club. Areas of the Club may also be closed for scheduled maintenance, repairs, and events.
3. Performance by entertainers will be permitted on the Club Facilities only with the permission of the Club.
4. Activities for groups will be permitted only with the permission of the Club.
5. Alcoholic beverages will not be served or sold, nor permitted to be consumed, at the Club in any manner prohibited by state or local law. The Club reserves the right, in its sole discretion, to refuse service to a member or guest when that member or guest appears to be intoxicated.
6. All food and beverages consumed at the Club Facilities must be furnished by the Club unless otherwise permitted.
7. Employees are permitted to deliver food or alcoholic beverages to locations away from the immediate area of the Club Facilities or other designated areas of the Club only with the permission of the Club.
8. Commercial advertisements shall not be posted or circulated in the Club nor shall solicitations of any kind be made on the Club Facilities or upon the Club's stationery without the prior approval of the Club. Other than as permitted in writing by the Club, no petition shall be originated, solicited, circulated or posted on Club property.
9. Members shall not use the roster or list of members of the Club for solicitation or commercial purposes or distribute the roster to anyone other than a member.

10. It is contrary to the Club's policy to have its facilities used for functions or fund raising efforts, except as specifically permitted by the Club. The Club Facilities shall not be used in connection with organized religious services or other activities except as may be approved by the Club.

11. Members should not request special personal services from employees of the Club who are on duty or the personal use of the Club's furnishings or equipment which are not ordinarily available for use by members.

12. Dogs or other pets (with the exception of those assisting persons with disabilities) are not permitted on the Club Facilities, except with the permission of the Club. Where dogs are permitted on the grounds, they must be on a leash. Members are responsible for damage caused by an animal owned by the member or under the member's control.

13. Members shall refrain from making complaints or criticisms of any kind relating to any of the operations of the Club or its employees unless made in writing, signed and addressed to the Club Manager. The Club Manager or other appropriate manager shall promptly respond to such complaint or criticism.

14. Members may not make any negative comments about Club staff or Club members on social media or email blasts.

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

16. Profanity should not be directed at Club staff and should not be spoken so as to be heard by other members.

17. Smoking is not permitted in any of the Club Facilities.

18. Please use proper cell phone etiquette so as not to interfere with another member's use and enjoyment of the Club Facilities. Phone calls are not permitted on the Pickleball courts at any time. We request that all cell phones be kept on silent mode while on the Club's premises.

19. No fireworks are permitted anywhere on Club property or adjacent areas unless part of a fireworks exhibit organized and conducted by the Club.

20. Firearms and all other weapons of any kind are not permitted on Club property at any time.

21. Use of the Club Facilities may be restricted or reserved from time to time by the Club.

22. By acceptance of membership, each member agrees to hold all Confidential Information (defined as information not generally known to the public) of the Club including the Club membership documents and policies and other members including their identities in

strict confidence and to take all reasonable precautions to protect and preserve Confidential Information, except as reasonably required to comply with any applicable law, regulation, court order or governmental request. Each member acknowledges that any disclosure or unauthorized use of Confidential Information may cause substantial harm to the Club and its members. In the event of any such breach, the Club, or any aggrieved member, shall have, in addition to other available remedies, the right to injunctive relief (without being required to post any bond or security). The Club reserves the right at all times to disclose any information about members as the Club deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials from its systems, in whole or in part, in the Club's sole discretion.

23. By acceptance of membership, each member agrees to allow the Club to photograph the member and use such photographs in its member only portion of its website, marketing and promotional materials and its social media pages.

24. Violation of any of these rules or conduct in a manner prejudicial to the best interests of the Club will subject the person in violation to disciplinary action by the Club in accordance with these Rules and Regulations.

25. The personnel of the Club will have full authority to enforce these Rules and Regulations and any infractions will be reported to the management of the Club.

26. In no event shall the Club discriminate against any individual because of the individual's race, color, religion, sex, sexual orientation, national origin, age, handicap or marital status.

27. In no event shall a member or bonafide guest(s) of a member approach or otherwise attempt to connect to any persons in the Club facilities, member or non-member, unless they personally know the individual or are invited to approach or connect with the individual with their explicit permission and invitation.

MEMBER DUES AND CHARGES

1. Members' dues will be billed on a monthly or quarterly basis unless otherwise determined by the Club. Members will have the option to pay dues on an annual basis.

2. Mandatory Credit or Debit Card Billing: All members shall provide the Club with one credit or debit card or one checking or savings account to which the member authorizes the Club to charge dues, fees and charges and the member shall substitute such credit or debit card with another credit or debit card when it expires or replacement checking or savings account if the prior account is closed. Such charges will be billed on a monthly basis and members will receive a written statement of their charges. The member will then be entitled to charge privileges at the Club so long as his or her membership is in good standing. Cash payments will not be permitted unless otherwise determined by the Club from time to time.

3. The credit or debit card company or financial institution shall pay the dues, fees and charges to the Club. All members agree to promptly pay directly to the Club any amounts not paid by the credit or debit card company or financial institution upon written notice from the Club to the member. If not paid within 10 days after written notice from the Club, a service

charge of one and one-half percent (1.5%) per month (but not to exceed the maximum amount permitted by law) shall begin to accrue from the date of the written notice until payment in full. The member shall be obligated to keep a valid approved credit or debit card on file with the Club at all times.

4. If the member fails to pay any amounts not paid by the credit or debit card company or financial institution within 30 days after written notice from the Club to the member, the Club shall have the right to suspend membership privileges in the Club at any time until the delinquent account is paid in full and/or charge the member's credit or debit card on file with the Club for the amount owing. Continued delinquency for a period of 90 days from the date of written notice from the Club, or repeated incidents of delinquency by the member, may result in termination of membership in the Club.

5. When a membership is issued in the name of more than one person, each person shall be jointly and severally liable for all dues, fees and other charges and liabilities associated with the membership.

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

GRATUITIES

1. For the convenience of all members, a gratuity percentage, as determined from time to time by the Club, may be added to all food and beverage sales. A member may increase or decrease the gratuity percentage by signing the ticket invoice and changing the amount of the gratuity as the member deems appropriate.

CONTACT INFORMATION

1. Each member shall be responsible for filing with the Membership Office, in writing, preferably on a form provided by the Club, his or her mailing address, e-mail address and telephone number and any changes thereto, where the member wishes all notices and invoices of the Club to be sent. A member shall be deemed to have received mailings from the Club five days after they have been mailed to the mailing or e-mail address on file with the Club. In the absence of a mailing address on file at the Membership Office, any Club mailing may, with the same effect described above, be addressed as the Club Manager may think is most likely to cause its prompt delivery.

2. The Club must be notified in writing of any change of address. Failure to do so shall constitute a waiver of the right to receive Club notices, bulletins and any other communications, and a violation of these Rules and Regulations.

3. The Club will not provide members' contact information to vendors or marketing firms.

MEMBERSHIP CORRESPONDENCE

Complaints or suggestions concerning the management, service or operation of the Club should be in writing, signed by the member and addressed to the Club Manager. Errors in billing charges should be directed to the attention of the Accounting Department.

CLUB SERVICES AND ACTIVITIES

1. The Club provides a variety of social, cultural and recreational events in which all members are encouraged to participate.
2. The Club desires to encourage the use of the Club Facilities by members for private functions on any day or evening, provided it does not interfere with the normal operation of the Club, or with the services regularly available to members. Members are requested to make reservations with the appropriate Club personnel for available dates and arrangements.
3. Private functions are permitted at the Club only with prior permission of the Club. The individual sponsoring the function shall assume full responsibility for the conduct of guests and the removal of any decor. The sponsor of the function shall be responsible for any damage to the Club Facilities and for the payment of any charges not paid by individuals attending the private function.
4. Special events and functions may be scheduled from time to time at the discretion of the Club.

RESIGNATION OF MEMBERSHIP

1. A member may resign membership in the Club by delivering written notice of resignation to the Club's Membership Office. A membership shall be deemed to have been resigned as of the date the Club receives written notice of the member's resignation.
2. Notwithstanding any resignation, the member and his or her spouse shall remain liable for any amounts unpaid on the member's club account.

DISCIPLINE

1. Members are responsible for their own conduct and for the conduct of their guests. Any member whose conduct or whose guest's conduct (whether or not at the Club Facilities or directly related to the Club) shall be deemed by the Club to be likely to endanger the welfare, safety, harmony or good reputation of the Club or its members or is otherwise improper, may be reprimanded, fined, suspended or expelled from the Club and have all privileges associated with the membership suspended or terminated by the Club. The Club shall be the sole judge of what constitutes improper conduct, but improper conduct will include, without limitation: (i) failing to meet eligibility for membership, (ii) submitting false information on the Membership Agreement or Membership Candidate Information Statement, (iii) allowing his or her membership card to be used by another person, (iv) failing to pay any amount owed to the Club in a proper and timely manner, (v) failing to abide by the rules and regulations as set forth herein and as established by the Club from time to time, (vi) abusing Club personnel or employees, (vii) arrest for or conviction of a felony (member or spouse),

(viii) making disparaging remarks about the Club to anyone other than the Club Manager, or
(ix) acting in a manner incompatible with the standard of conduct of the existing membership or which would likely injure the reputation of the members or the Club.

2. Any member accused of improper conduct shall be notified of the Club's proposed disciplinary action. Notwithstanding the foregoing, the Club may, without notice and without a hearing, immediately suspend some or all privileges associated with a membership and/or, after notice, terminate a member for failure to pay in a proper and timely manner dues, fees or any other amounts owed to the Club.

3. The Club may restrict or suspend some or all of a member's and/or guest's Club privileges. If the Club determines that a member's conduct or the conduct of his or her family or guest is improper, the Club may expel the member, suspend or restrict the member's membership privileges, or restrict the use privileges of the member's guest whose conduct was improper. No member is entitled, on account of any restriction or suspension, to any refund of any initiation fee, dues or any other fees. During the restriction or suspension, dues and other charges shall continue to accrue and shall be paid in full prior to reinstatement as a member in good standing.

4. All membership privileges shall cease upon a member's expulsion from the Club. The member shall not be entitled to any refund of initiation fee as a result of the termination of membership.

ANTI-HARASSMENT POLICY

The Club is committed to providing a friendly, supportive and productive environment for its members, guests and employees. Harassment of any kind by members, guests, employees (or anyone else doing business with the Club) will not be tolerated. This includes sexual harassment as well as any harassment based upon an individual's race, religion, age, sex, color, citizenship status, marital status, sexual orientation, national origin, handicap or disability. The Club has delegated responsibility to the Club Manager to deal with any and all allegations of sexual misconduct and/or other types of harassment. The Club Manager's duties and responsibilities are specific and detailed later in this policy statement.

The process described below deals with sexual harassment. Nevertheless, the procedures set forth in this policy apply equally to harassment based upon race, religion, age, sex, color, citizenship status, marital status, sexual orientation, national origin, handicap or disability.

Explanation of Sexual Harassment

The Equal Employment Opportunity Commission (EEOC) defines sexual harassment as:

1. unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature where, either explicitly or implicitly, submission to such conduct is considered a term or condition of an individual's continued employment; or
2. making submission to or rejection of such conduct the basis for employment/membership decisions affecting the employee or Member; or

3. where such conduct has the effect of unreasonably interfering with an individual's work performance, or creates an intimidating, hostile or offensive work or social environment.

Subsections (1) and (2) of the above EEOC definition cover what is known as "quid pro quo" sexual harassment - sexual favors or conduct requested in return for job benefits or job retention. Subsection (3) of the EEOC's definition covers what is known as hostile environment harassment - when the conduct unreasonably interferes with an individual's ability to perform his or her job, or creates an intimidating, hostile or offensive work or social environment.

Sexual harassment does not refer to occasional compliments of a socially acceptable nature. It refers to behavior that is not welcome, that is personally offensive, that debilitates morale, and that, therefore, interferes with work effectiveness and/or Member enjoyment.

Some examples of such conduct include, but are not limited to, the following:

- unwelcome or offensive sexual advances
- sexual jokes
- pressure for sexual favors
- inappropriate touching
- leering
- intrusive personal questions and/or questions of a sexual nature
- visual displays of degrading images or stereotypes
- analogies using sexual or sex-related terms
- using derogatory terms when referring to females, such as "babe," or "dumb females"
- screaming, shouting or using insulting language of a sexual nature

Individuals will have different tolerance levels and personal definitions of "inappropriate behavior." Therefore, employees have an obligation not only to monitor their own behavior, but also to advise others when they feel or interpret another's behavior toward them as inappropriate, offensive and/or in a manner that creates a hostile or intimidating environment.

Reporting a Complaint

The Club encourages reporting of all incidents of sexual harassment, regardless of who the offender may be. The Club encourages individuals who believe they are being harassed to notify the offender in a prompt and firm manner that his or her behavior is unwelcome, yet the Club also recognizes that disparities in position between an alleged offender and a victim may make such a conversation difficult or impossible. In the event that such informal, direct communication between individuals is either ineffective, difficult or impossible, the following steps should be followed.

- **Notification of Appropriate Persons**

Individuals who believe they have been subjected to sexual harassment can report the incident to the Club Manager. All complaints of alleged harassment will be documented and will be handled with discretion. The Club will maintain a complete written record of each complaint and how it was investigated and resolved. If the Club Manager is the offending

party, then the incident can be reported to the designated anti-harassment member of the Club Owner's executive team ("Club Owner Designee").

- Timeframe for Reporting Complaint

The Club encourages prompt reporting of sexual harassment complaints so that appropriate investigation and action may be taken.

- Protection Against Retaliation

The Club will not in any way retaliate against an individual who makes a report of sexual harassment nor permit any employee or member of the Club to do so. Retaliation is a serious violation of this policy and should be reported immediately. Any person found to have retaliated against another individual for reporting sexual harassment will be subject to the same disciplinary action provided for those determined to have violated the Club's policy (see "Investigating and Resolving the Complaint" below).

Investigating and Resolving the Complaint

- Investigation/Confidentiality

Any allegation of sexual harassment brought to the attention of the Club Manager will be promptly investigated. Once approached, the Club Manager's responsibility is to then inform the Club Owner Designee. It is intended that the only other member(s) of the Club Owner's executive team that would be advised, if necessary, would be any person who would need to get involved in any required investigatory process. Every effort shall be made to keep all matters related to the investigation and various reports and recommendations confidential.

- Resolution of Complaint/Disciplinary Actions

The Club specifically prohibits harassment by any member, guest, Club Manager or Club Owner employee or group of employees. Anyone violating this policy will be subject to appropriate disciplinary action, which may include any one or combination of the following:

- verbal/written warning
- additional sexual harassment training or mandatory professional counseling for Club employees
- probation or suspension (with or without pay) for Club employees
- probation or suspension of Club privileges for Members or guests
- termination of employment
- termination of membership

After investigation by the Club Owner Designee, the Club Owner Designee shall recommend appropriate disciplinary action, and provide notice of such recommendation to the complainant and the accused.

Individuals found to have filed false and malicious complaints of harassment will be subject to disciplinary action. This does not apply to complaints that, even if erroneous, are made in good faith.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

1. Each member as a condition of membership and each guest as a condition of invitation to the Club Facilities assumes sole responsibility for his or her property. The Club shall not be responsible for any loss or damage to any personal property used or stored on the Club Facilities, whether in lockers or elsewhere. Any such personal property which may have been left in or on the facilities for six months or more without payment of storage thereon may be sold by the Club, with or without notice, at a public or private sale, or may be otherwise disposed of, and the proceeds, if any, may be retained by the Club.

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

3. Every member of the Club shall be liable for any property damage caused by the member, any guest or any family member. The cost of such damage shall be charged to the responsible member's club account.

4. Any member, family 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, including without limitation, the use of golf carts, 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. The member and his or her family members and guests shall hold the Company, Hell's Kitchen Pickleball Club, LLC, any manager of the Club Facilities, their affiliates, their successors and assigns and their respective shareholders, partners, directors, officers, members, employees, representatives, agents and members of the Club's advisory Board of Governors or committees (collectively, the "Indemnified Parties") harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting from the use of the Club Facilities, arising out of or incident to membership in the Club and/or from any act or omission of any of the Indemnified Parties, unless caused by the gross negligence or willful misconduct of any of the Indemnified Parties. Any member shall have, owe and perform the same obligation to the Indemnified Parties hereunder in respect to any such loss, cost, claim, injury, damage or liability sustained or incurred by any guest or family member.

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

RESERVATIONS AND CANCELLATIONS

1. Reservations are required for most activities of the Club and shall be accepted on a first-come, first-served basis by pre-registering with the appropriate personnel of the Club.

2. No member or committee shall plan or set dates for activities at the Club Facilities without prior approval of the Club.

ATTIRE

General Attire - It is expected that members will choose to dress in a fashion befitting the surroundings and atmosphere provided in the setting of the Club. It is also expected that members will advise their guests of the dress requirements. The Club may publish dress requirements from time to time. Gentlemen and ladies are requested to dress in a fashion compatible with the appropriate occasion. Shirts and shoes must be worn at all times when at the Club Facilities.

GUEST PRIVILEGES

Guest privileges may be extended under the rules established by the Club from time to time. A member may not invite more than seven guests at any one time when reserving a pickleball court, and no more than 3 guests at any one time when reserving the simulators, unless approved in advance by Club management. The Club shall establish from time to time the rate of the daily guest fees, if any, charges and the rules and regulations for use of the Club Facilities by guests. Guest privileges may be denied, withdrawn, revoked or limited at any time for reasons considered sufficient by the Club, in its sole discretion. All day guests must be accompanied by the sponsoring member while using the Club Facilities, and are not permitted to enter the Club Facilities before the sponsoring member has entered the club, unless arranged in advance with club management.

1. A particular individual using the Club Facilities as a guest must be registered by the sponsoring member with the Club. The Club reserves the right to require identification by each guest. Guests may be charged guest fees for use of the Club Facilities as determined from time to time by the Club.

2. Guests will be entitled to use the Club Facilities only in accordance with the privileges of the membership of the sponsoring member upon payment of daily fees.

3. Guest charges for any services that are not paid for on the day of service will be charged against the sponsoring member's credit or debit card (or checking or savings account).

4. The sponsoring member shall be responsible for all charges incurred by the guest. The sponsoring member is also responsible for the conduct of a guest while at the Club. If the manner, deportment or appearance of any guest is deemed to be unsatisfactory, the sponsoring member shall, at the request of the Club, cause such guest to leave the premises of the Club.

LOCKER ROOM FACILITIES

1. Day lockers are available on a per visit basis.

2. We recommend you not leave valuables in the Locker Rooms.

3. For members' convenience, towels and other personal hygiene products will be made available. The removal of these items from the Club premises shall subject the member, visitor, or guest to expulsion from the Club, and the charges for the replacement costs thereof.

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

MEMBERS ASSUME FULL RISK OF LOSS AND RESPONSIBILITY
FOR DAMAGE TO THEIR HEALTH.

We would like to thank all members in advance for helping our staff in making your Club a safe and happy environment. If at any time you may have any questions regarding the Club's Rules and Regulations, please do not hesitate to let the staff know.

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