



OFF COURSE

MEMBERSHIP AGREEMENT & CLUB RULES

OFF COURSE MANAGEMENT, LLC | d/b/a OFF COURSE

This Membership Agreement & Club Rules (the "Agreement") is between the accepted Primary Member ("Member") and Off Course Management, LLC, doing business as Off Course ("Off Course" or the "Club"), operator of the Club at 100 E Main Street, Murray, Nebraska 68409.



Membership Overview

Off Course is a private, limited-membership social and golf club designed to provide an experience that extends well beyond the game itself. With two premium golf simulator bays, comfortable social spaces, member events and an atmosphere intended to be enjoyed by members, family and guests, Off Course is designed to offer many of the benefits and experiences of a private country club, without the golf course.

Memberships are intentionally limited to preserve simulator availability, maintain the character of the Club and create an enjoyable and exclusive experience. Members receive priority access through the Club's reservation system, subject to availability and Club rules. Off Course may also host leagues, tournaments, private events, social gatherings and designated public/open-play periods.

Our goal is simple: maintain a limited and exclusive membership, provide a quality golf and social experience, protect member access, and create a club where members, spouses, family and guests genuinely enjoy spending time, whether they are playing golf or not.

Off Course will launch with an initial membership limited to thirty-five (35) Memberships. These original Memberships will comprise the Founding 35 and are intended to establish the character, culture and Member experience of the Club.

Membership Snapshot

Standard Membership	\$155/month
Premium Membership	\$235/month
Initiation Fee	\$50 one-time
Commitment	12 months, billed monthly; renewable annually
Family Privilege	Primary Member + one immediate family member per scheduled visit; family member may vary by visit
Guests	Up to two additional registered guests; \$25 per guest per visit/reservation
Family Event Option	\$40 for an eligible family-focused reservation, subject to capacity and Club rules
Simulator Time	Foursome generally receives up to two hours; play may be extended when available
Premium Private Club Room	Speakeasy/Poker Room reservable through scheduling platform; maximum occupancy 10
Premium Benefits	Private room access/reservations, lockable alcohol storage, club/golf storage, enhanced booking, one complimentary league entry/year
Initial Membership Limit	35 active Memberships at launch; application and Owner approval required
Founding 35	Original 35 accepted Memberships receive Founding Member recognition and benefits
Founding Renewal Benefit	\$100 annual Off Course Club Credit beginning with the first annual renewal, while active and in good standing

1. Membership Application, Approval and Initial Limit

Membership at Off Course is limited and subject to application and approval by Ownership. Submission of an application, payment information, or placement on a prospective-member list does not guarantee Membership. Off Course reserves the right, in its sole and reasonable discretion and subject to applicable law, to approve or decline applications, determine the appropriate Membership category, and establish the timing of Membership acceptance. Membership is not offered on a first-come, first-served basis.

Initial active Membership will be limited to thirty-five (35) Memberships. Once the desired Membership level or Membership mix has been reached, additional qualified applicants may be placed on a waiting list and offered Membership as availability occurs. Membership selections are made with the goal of maintaining the character of the Club, protecting Member access and simulator availability, and providing the private-club experience intended by Off Course.



Off Course may periodically evaluate the Membership limit based on actual simulator utilization, facility usage, scheduling data and the overall Member experience. Any future adjustment to the Membership limit will be made with the goal of preserving reasonable Member access and the limited-membership character of the Club, at the sole discretion of Off Course.

2. Founding 35 Membership

The initial thirty-five (35) Memberships accepted by Off Course will be recognized as the Founding 35. Founding Member status is personal to the original Primary Member, is nontransferable, and remains associated with that Member while the Membership remains active and in good standing. A replacement Member admitted from the waiting list does not acquire the departing Member's Founding status or Founding Member number.

Founding Members will receive a Founding Member welcome gift, recognition as part of the original Off Course membership, and an invitation for the Primary Member and one Family Privilege participant to the Off Course Founders Opening Night.

Beginning with the first annual renewal, each Founding Member who renews and remains active and in good standing will receive a \$100 annual Off Course Club Credit. The credit may be applied toward eligible guest fees, Family Events, league or tournament entries, Club events, or other qualifying Off Course charges as designated by the Club. Club Credits have no cash value, are non-transferable, and expire at the end of the applicable membership year.

3. Membership Options, Term, Dues and Renewal

Off Course offers Standard Membership at an initial rate of \$155 per month and Premium Membership at an initial rate of \$235 per month, each with a one-time \$50 initiation fee. Each Membership is a twelve (12) month commitment, billed monthly, plus applicable taxes or charges. Membership is automatically renewed for successive twelve-month terms unless either party provides notice of non-renewal under the Club's then-current notice procedures. Off Course may modify dues or fees for a renewal term upon reasonable advance notice.

4. Early Membership Release

Off Course recognizes that circumstances may change during a member's term. A Member may request early release from the remaining annual commitment. Off Course may approve the request when an eligible replacement member is available from the Club's waiting list, has been approved by Off Course, and has accepted and paid for the available membership. Approval remains subject to Off Course's reasonable discretion. Until the replacement membership becomes effective, the existing Member remains responsible for dues and other charges. Membership may not be sold, assigned, transferred or independently replaced without prior approval.



5. Family Privilege

Each Membership includes the Primary Member plus one (1) accompanying immediate family member at no additional charge for each scheduled visit or reservation. The accompanying family member may vary from visit to visit and may include the Member's spouse, domestic partner, adult child or dependent child. Only one Family Privilege may be used per scheduled visit unless a Family Event option is purchased or Off Course otherwise approves the reservation.

The Family Privilege does not create a separate transferable Membership or independent reservation right.

6. Guests and Family Events

In addition to the Family Privilege, a member may register up to two (2) additional guests for a scheduled visit. Each additional guest is subject to a \$25 guest fee, prepaid through the Club's scheduling platform. A normal simulator party may therefore include the Primary Member, one Family Privilege participant and up to two registered guests. Members remain responsible for guest conduct, charges, damages and compliance. Off Course may limit repeated guest use when it reasonably determines such use is functioning as a substitute for Membership.

Family Event Option. For \$40, a member may add an eligible Family Event to a reservation so additional immediate family members may participate, subject to simulator availability, facility capacity, age requirements and the scheduling platform. Specific party-size and reservation procedures may be established in the Club Rules.

7. Reservations and Simulator Use

Off Course uses an electronic scheduling platform to manage simulator reservations, guest registration, private-room reservations, events, leagues and facility capacity. Members are responsible for accurately registering their party and guests. A scheduled foursome will generally receive an initial simulator reservation of up to two (2) hours. Simulator play may be extended beyond the reserved period when no subsequent reservation exists and capacity is available. Reservation windows, durations, frequency, cancellation/no-show requirements, occupancy limits and blackout periods may be reasonably adjusted to preserve fair Member access and the Club experience.

8. Social Use of the Club

Simulator reservation times govern use of the simulator bays and do not necessarily limit reasonable use of the Club's social areas before or after scheduled tee-times. Members and properly registered family/guests may enjoy available televisions, lounge areas and other amenities applicable to their membership, subject to facility capacity, scheduled events, Club rules and Owner discretion.



9. Private Club Room / Speakeasy / Poker Room

Premium Members may reserve the private Club Room for poker nights, business meetings, work conferences, small social gatherings and other appropriate private uses through the Club's scheduling platform. Occupancy is limited to ten (10) people unless otherwise authorized. The reserving member must be present unless otherwise permitted and is responsible for attendees, cleanup, damages, noise, conduct and compliance. A private-room reservation does not include exclusive use of the remainder of Off Course unless separately arranged. Off Course may establish reasonable reservation durations, frequency limits and Owner-reserved periods.

10. Premium Membership Benefits

Premium Membership includes all Standard Membership privileges plus access to the Private Club Room/Speakeasy/Poker Room, private-room reservation privileges, designated lockable Member alcohol storage, designated club/golf storage, enhanced reservation privileges as established by Club Rules, and one (1) complimentary entry for the Primary Member into an eligible Off Course league during each membership year. League entry is subject to availability, format and registration deadlines and has no cash value.

11. Leagues, Events, Public Play and Owner-Reserved Use

Membership is the foundation of Off Course. The Club may periodically host league play, tournaments, private events, social gatherings, designated public/open-play periods, maintenance activities and Owner-reserved functions. Members will receive reasonable advance notice of planned events or scheduled restrictions whenever practical. Except during emergencies, required maintenance or repairs, specifically announced full-facility private events, or circumstances beyond Off Course's reasonable control, Off Course intends to maintain at least one simulator bay available for Member reservations during scheduled Club events and activities. Membership provides access subject to reservations and availability and does not guarantee continuous or exclusive access.

12. Access Credentials and Security

Access credentials are personal and may not be shared or transferred. Members shall not provide unauthorized access. Off Course may use video surveillance and access-control systems for security, safety and protection of the facility and Members in common and recreational areas where there is no reasonable expectation of privacy.

13. Safety, Minors and Simulator Rules

Members and guests must use the simulators, clubs and facility responsibly and follow posted instructions. Only one person may occupy the active hitting area while a golfer is swinging. People who are not actively hitting must remain a safe distance away. Any person under twenty-one (21) years of age must remain under the direct supervision of the Primary Member or another responsible adult authorized by Off Course while on Club premises.



Persons under 21 may not possess, consume, access, handle or retrieve alcoholic beverages or access Member alcohol-storage areas except as specifically permitted by applicable law and Club policy.

14. Club Hours and After-Hours Access

Normal Member access hours are 6:00 a.m. to 12:00 midnight unless otherwise posted or approved by Off Course. Simulator play and Club activities must conclude in sufficient time for Members and guests to gather belongings and exit the facility no later than midnight. Members may not remain in or provide access to the facility outside authorized hours without prior Owner approval.

15. Respect for Our Neighbors

Off Course is part of the surrounding community. Members, family participants and guests are expected to arrive and depart quietly and respectfully, particularly during evening hours. Excessive outdoor conversation, music, vehicle noise, horn use, loitering, littering or other disruptive activity in parking or surrounding areas is prohibited. The Member is responsible for ensuring the Member's party respects neighboring properties. Repeated complaints or disruptive conduct may result in suspension or termination of Club privileges.

16. Leave It Better for the Next Member

Off Course is a shared private club. Members are expected to leave simulator bays, lounge areas, the Private Club Room/Speakeasy and other Club spaces reasonably clean and ready for the next Member. Members should dispose of trash, return furniture and equipment to its proper location, clean up spills, remove personal items and place used glassware or other Club items in designated areas. The reserving Member is responsible for reasonable cleanup by family members and guests. Excessive cleanup, damage or repeated failure to respect the facility may result in a reasonable cleaning charge, suspension or other action under Club Rules.

17. Emergency Procedures

For a fire, medical emergency, crime in progress or other immediate threat to life or safety, call 911 first. The facility address is: Off Course, 100 E Main Street, Murray, Nebraska 68409. For urgent facility, access or equipment issues that are not a 911 emergency, contact an Owner/Emergency Facility Contact at 402-212-5298 or 402-403-2776. Members should promptly report unsafe conditions and should not attempt repairs or continue using equipment that appears unsafe.

18. Class M Bottle Club / Alcohol

Off Course intends to conduct alcohol-related activities only as permitted under its Nebraska Class M Bottle Club license, applicable Nebraska Liquor Control Commission requirements, and other applicable law. Members, family participants and guests must comply with posted alcohol policies, license requirements and applicable laws. No person under twenty-one (21) years of



age may possess, consume, access, handle or retrieve alcoholic beverages. Off Course may refuse or restrict alcohol-related activity, require a person to leave, suspend privileges or terminate Membership when reasonably necessary for safety, licensing compliance or protection of the Club.

Each adult individual is responsible for his or her own decisions regarding alcohol consumption, personal moderation, behavior, safety and lawful transportation. The presence or availability of alcohol at the Club does not transfer responsibility for an individual's consumption or conduct to Off Course or any Released Party. Members and guests are encouraged to arrange a designated driver, rideshare or other safe transportation whenever alcohol is consumed. Nothing in this Agreement limits or disclaims any duty imposed on Off Course Management, LLC as licensee or operator by applicable law.

19. Conduct, Damage and Member Responsibility

Members are responsible for their own conduct and for the conduct of family participants and guests. Members are financially responsible for damage caused by persons admitted under their Membership beyond ordinary wear and tear. Off Course may charge documented repair or replacement costs or pursue other available remedies. Disorderly, threatening, destructive, illegal or materially disruptive conduct may result in removal, suspension or termination.

20. Unstaffed Facility Acknowledgment, Assumption of Risk, Release and Hold Harmless

Member understands and acknowledges that Off Course is designed to operate as an autonomous, unstaffed or remotely monitored facility during some or all operating hours, and an Owner, employee or representative may not be physically present during Member use. Member accepts responsibility for the Member's own safety and conduct and for the reasonable supervision and conduct of family members and guests admitted under the Membership. Member agrees to promptly report emergencies, unsafe conditions, property damage or equipment malfunctions and to discontinue use of equipment that appears unsafe or damaged.

Use of golf simulators, golf clubs, recreational areas, social areas and Club facilities involves inherent and other risks, including swinging clubs, struck or ricocheting golf balls, slips and falls, equipment use or malfunction, interaction with other persons, alcohol consumption, intoxication or impairment, transportation decisions, and use of the facility when staff may not be present. Alcohol consumption may impair judgment, coordination and reaction time and may increase the risk of personal injury, illness, property damage or death. Member knowingly and voluntarily assumes these risks, whether known or unknown, foreseeable or unforeseeable.

To the fullest extent permitted by Nebraska law, Member, for Member and Member's heirs, representatives and assigns, releases, waives, discharges and covenants not to sue Off Course Management, LLC, d/b/a Off Course; R&C Projects, LLC; and each of their respective owners, members, managers, directors, officers, employees, agents, representatives, attorneys, insurers, affiliates, successors and assigns (collectively, the "Released Parties") from claims,



demands, actions or causes of action arising out of or relating to Member's use of the Club, participation in Club activities, or the consumption, availability or presence of alcohol, including bodily injury, illness, property damage or death, whether occurring on or off the premises, including claims alleging ordinary negligence of a Released Party, except to the extent such release or waiver is prohibited by applicable law.

21. Indemnification

To the fullest extent permitted by law, Member agrees to indemnify, defend and hold harmless the Released Parties from and against claims, liabilities, damages, losses, costs and expenses, including reasonable attorneys' fees, arising out of or related to: (a) Member's breach of this Agreement or Club Rules; (b) the acts or omissions of Member or persons admitted under Member's Membership; (c) Member's consumption of alcohol or conduct while impaired; or (d) injury, damage or loss caused in whole or in part by Member after consuming alcohol. This obligation applies to claims brought by Member or by a third party, including claims alleging ordinary negligence of a Released Party, except to the extent prohibited by applicable law.

22. Suspension and Termination

Off Course may suspend or terminate Membership privileges for nonpayment, unsafe conduct, misuse of access credentials, repeated reservation abuse, damage, violation of alcohol requirements, unlawful activity, material disruption of the Club experience, or material violation of this Agreement or Club Rules. Off Course retains reasonable discretion to protect the safety, character, limited-membership nature and operation of the Club.

23. Club Rules and Amendments

The Off Course Rules and Regulations, including reservation procedures, guest and family policies, access rules, storage rules, league procedures, alcohol procedures, no-show policies and similar operating requirements, are incorporated into this Agreement. Off Course may reasonably amend operational rules to address experience, safety, technology, scheduling, licensing, insurance or business needs. Material changes affecting dues or fundamental financial terms will be handled as provided in this Agreement.

24. Limitation of Liability

To the fullest extent permitted by law, Off Course's total liability to any member for any claim arising out of or relating to membership or the use of the facility shall not exceed the total membership dues paid by that member within the past year.

25. Governing Law and General Terms

This Agreement shall be governed by the laws of the State of Nebraska. If any provision is invalid or unenforceable, the remaining provisions remain effective to the fullest extent permitted by law. This Agreement, incorporated Club Rules and signed acknowledgments constitute the entire Membership agreement between Member and Off Course Management, LLC regarding



Membership and supersede prior representations concerning Membership terms. Electronic signatures and electronic acceptance may be used. Off Course may require guests or other participants to complete separate acknowledgments, releases or waivers as a condition of access or participation.

EXHIBIT A — INITIAL CLUB RULES & RESERVATION GUIDELINES

Facility: Off Course | 100 E Main Street | Murray, NE 68409

Hours: 6:00 a.m. – 12:00 midnight

911 Emergencies: Call 911 first

Owner/Emergency Facility Contacts: 402-212-5298 | 402-403-2776

- Membership and reservations are subject to facility capacity and availability shown in the Club scheduling platform.
- A normal simulator party may include the Primary Member, one immediate family member under the Family Privilege, and up to two registered guests. Guest fees are \$25 per guest unless otherwise posted.
- A \$40 Family Event option may allow additional immediate family participation, subject to capacity, scheduling and Club rules.
- A foursome will generally receive an initial reservation of up to two hours. Play may continue beyond the reserved period when the bay remains available, and no subsequent reservation is affected.
- Members must register guests and applicable fees before the scheduled visit.
- Premium Members may reserve the Private Club Room/Speakeasy/Poker Room for appropriate private uses; occupancy is limited to 10 unless Off Course authorizes otherwise.
- Private-room reservations do not reserve simulator bays or the entire Club unless expressly stated.
- Members shall cancel reservations they cannot use. No-show and late-cancellation rules may be implemented through the scheduling platform.
- Members and registered parties may reasonably enjoy available social areas before or after simulator play when capacity and scheduled Club activities permit.



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- Members will receive reasonable advance notice of planned events or access restrictions whenever practical.
 - Except for emergencies, maintenance/repairs, announced full-facility events or circumstances beyond Off Course's reasonable control, Off Course intends to maintain at least one simulator bay available for Member reservations during Club events.
 - Persons under 21 must be directly supervised by an authorized responsible adult and may not possess, consume or access alcoholic beverages or Member alcohol-storage areas except as permitted by law and Club policy.
 - Only one golfer may be in the active hitting area during a swing. All others must remain clear.
 - Access credentials may not be shared.
 - Members are responsible for damage and conduct attributable to their Membership party.
 - Alcohol use and storage must comply with Off Course's Class M Bottle Club policies and Nebraska law.
 - Off Course may reasonably modify operational rules to protect Member access, safety, licensing compliance and the Club experience.
 - Normal Club access hours are 6:00 a.m. to 12:00 midnight unless otherwise posted or approved. Members and guests must exit by closing time.
 - Members and guests shall respect neighboring properties and keep outdoor conversation, music and vehicle noise to a reasonable minimum, particularly during evening departures.
 - Leave it better for the next Member: dispose of trash, address spills, return furniture/equipment, remove personal belongings and leave reserved areas reasonably clean.
 - For fire, medical, police or other immediate emergencies, call 911 first and provide the address: Off Course, 100 E Main Street, Murray, NE 68409.
 - For urgent non-911 facility, access or equipment issues, contact an Owner/Emergency Facility Contact at 402-212-5298 or 402-403-2776.
 - Off Course may operate without staff physically present. Members must report unsafe conditions and discontinue use of equipment that appears unsafe or damaged.



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- Initial Membership is limited to 35 active Memberships. Applications are subject to Owner approval and are not accepted strictly on a first-come, first-served basis.
 - Once the desired Membership level or Membership mix is reached, qualified prospective Members may be placed on a waiting list.
 - The original 35 accepted Memberships comprise the Founding 35. Founding status is personal and non-transferable.
 - Off Course may evaluate future Membership capacity using actual simulator utilization, scheduling data, facility usage and the Member experience before changing the initial limit.

EXHIBIT B — CLASS M BOTTLE CLUB

Off Course Management, LLC, d/b/a Off Course, operates the Club under a Nebraska Class M Bottle Club license. These rules are subject to Nebraska law, Nebraska Liquor Control Commission requirements, the terms and conditions of the Club's license, and posted Club procedures.

Members and permitted guests may:

- Bring lawfully purchased alcoholic beverages as permitted by Club rules.
- Responsibly consume permitted alcoholic beverages on the licensed premises.
- Use Member-designated lockable alcohol storage or lockers in accordance with Off Course procedures.

Members and guests may not:

- Sell alcoholic beverages to another Member or guest.
- Provide, permit access to, or allow consumption of alcohol by anyone under 21.
- Use another Member's alcohol or storage without permission.
- Become visibly intoxicated, create an unsafe condition, or use the Club in violation of law or Club rules.
- Each adult individual is responsible for personal consumption, behavior and safe transportation. The presence or availability of alcohol at the Club does not transfer responsibility for an individual's conduct to Off Course or the Released Parties.

Member Alcohol Storage

Off Course may provide designated lockable alcohol storage within the Private Club Room and/or individual Member lockers as a convenience to Premium Members. Storage locations may be identified by Member number.

All alcohol stored at Off Course must be lawfully purchased and owned by the Member. Off Course does not purchase, sell, furnish or take ownership of Member alcohol. Members are responsible for the purchase, ownership, security, condition and lawful use of their alcohol and for controlling access by family participants and guests. To the fullest extent permitted by law,



Off Course and the Released Parties assume no responsibility for Member alcohol that is lost, stolen, damaged, spoiled, misplaced or improperly accessed.

YOUR BOTTLE. YOUR LOCKER. YOUR RESPONSIBILITY.

The Member is responsible for controlling access to storage and for the conduct of family participants and guests. Lockers and storage areas remain property of Off Course, which may establish or modify storage procedures or require removal of stored items when reasonably necessary for licensing, safety, maintenance, insurance or legal compliance.

MEMBER ACKNOWLEDGMENT & SIGNATURE

I acknowledge that I have read and agree to the Off Course Membership Agreement and incorporated Club Rules. I understand the annual commitment, recurring billing, family and guest responsibilities, reservation requirements, assumption of risk, release, waiver, indemnification, alcohol responsibilities and conduct expectations described above. I specifically acknowledge that alcohol consumption may impair judgment, coordination and reaction time; that I am responsible for my own consumption, conduct and safe transportation; and that I accept the alcohol-related assumption-of-risk, release and indemnification provisions of this Agreement. I further understand that Founding Member status applies only to an original accepted member of the Founding 35, is nontransferable, and is subject to continued active Membership in good standing.

Membership Selection	☐ Standard \$155/month ☐ Premium \$235/month ☐ Either / Best Available
Primary Member Name	
Member Signature	
Date	
Email / Mobile	
Emergency Contact	