St. Pete Athletic – Membership Agreement

This agreement is a Membership Agreement ("Membership Agreement") under the St. Pete Athletic Membership Rules and Regulations, having an effective date of July 8, 2024 (as amended, modified or supplemented from time to time by the Club (referred to hereinafter), the "Rules"). Capitalized terms used and not otherwise defined in this Membership Agreement have the respective meanings given in the Rules.

I. PURCHASE OF CLUB MEMBERSHIP

The applicant hereinafter referred to as the "Member", desires to purchase a Club Membership in St. Pete Athletic Paddle & Social Club ("St. Pete Athletic"). Membership in St. Pete Athletic is subject to approval by the Company (referred to below) in its sole discretion. The Member authorizes the disclosure and release of information requested by the Company for investigating the Member's qualifications for membership, including without limitation, the Member's credit history and law enforcement records. In this regard, the Member agrees to provide the Member's social security number upon request.

The Member agrees to hold the Company, any manager of the St. Pete Athletic facilities, their respective affiliates, and their respective directors, officers, partners, members, shareholders, employees, representatives, agents and independent contractors, and all parties providing information, harmless from any and all such acts. The Member further agrees that all information and communications received in connection with this Membership Agreement are confidential and not subject to disclosure to the Member or to any other person other than authorized St. Pete Athletic representatives, except as required by law.

II. PAYMENT OF DUES, FEES AND CHARGES

Following the opening of Club operations and upon being accepted for membership, the Member hereby agrees to pay to the Company (i.e. St. Pete Pickle Ball Operations LLC, a Florida limited liability company, the sponsor of the membership offering at St. Pete Athletic), the applicable membership dues, food and beverage minimums, fees and charges together with any applicable sales tax, or other taxes with respect thereto.

The current amount of dues is described on a separate Schedule of Dues, Fees and Charges and is subject to change in the Club's sole discretion. The Member is also responsible for the payment of all fees and charges incurred by family members and guests and not otherwise paid at the point of sale or collected.

References herein to the "Club" shall be to the Company or its affiliates as operator of the St. Pete Athletic Facilities through on-site management.

Membership use and services must be paid for in advance. All fees and schedules are subject to change by the Club in its sole discretion and without notice.

The obligations to pay dues, fees and charges is not dependent on the availability of the Club Facilities. Special engagements, repairs and maintenance of some facilities may make it necessary for the Club to restrict use of, or close, one or more of the facilities from time to time. Dues, fees and charges will not be reduced or suspended during the time when one or more of the Club Facilities (or any portion thereof) are not available for use. Failure to use the Club Facilities does not relieve Member of the obligation to timely pay the membership fees.

A. METHODS OF PAYMENT

The Member hereby agrees and consents to having all of the Member's dues paid by the Club's debiting of an account at a bank or other financial institution on file with the Club.

The Member can elect to have fees and charges and authorizes such fees and charges to be billed to the (i) Member's club account and paid through direct bank debit, or (ii) Member's credit card on file with the Club and hereby authorizes such billing.

Regardless of the method of billing above, the Member understands that the Member is obligated to keep a valid approved bank or other financial institution account on file with the Club at all times and the Member authorizes the Club to charge dues, fees, charges and any other amounts which become delinquent as provided in the Rules to such account. The Member also understands that the Member is responsible for any amounts that are not paid by card, the bank, or other financial institution. The Member acknowledges and agrees that amounts owed can be charged or deducted from the bank or other financial institution account, as applicable, by the Club on the date of the club statement.

In the event that any amounts owed to the Club are not paid on a timely basis, the Member understands that the Member may be subject to a late payment charge as well as certain disciplinary action, in accordance with the Rules.

Membership dues are billed on a monthly basis, but the Club reserves the right to modify the amount, type and frequency of the payment of dues in its sole and absolute discretion from time to time. By agreeing to pay dues each membership year, members agree to be bound by the St. Pete Athletic Rules, as amended and restated from time to time by the Club in its sole and absolute discretion, and to pay all incurred dues, fees and charges, including credit card services charges.

All purchases of services and merchandise, including food and beverage, will be due and payable at the time of service and may either be paid by credit card at the time of sale or will be billed to the Member's club account and charged by bank account debit, which the member shall keep on file and updated with the Club. The Club may refuse, in its sole and absolute discretion, point of sale cash payments.

The Club may charge a no show fee for reservations made and not utilized.

Member accounts shall be deemed delinquent if payment is not timely received in accordance with the preceding paragraphs of this section. Past due bills will be subject to a one and one-half percent (1.5%) late payment charge per month, but not to exceed the maximum amount permitted by law. The late payment charge shall accrue 30 days from the date of the monthly statement until the account is paid in full. A membership with an account balance outstanding will have access suspended until payment in full including any service charge is received. A membership with an account balance outstanding 60 days from the statement date may be terminated. The member's statement evidencing the delinquent account balance constitutes notice of suspension or termination of the membership as applicable. Members having past due bills may be charged a reinstatement fee at the sole and absolute discretion of the Club to reactivate an account once it is deemed delinquent but in no case will a terminated member be allowed to pay a reinstatement fee to reactivate his or her membership. The Club provides no assurances that a request to reinstate a membership will be available to any member that is terminated hereunder. The decision to permit a reinstatement and the terms and conditions of such reinstatement shall be made solely by the Club in its discretion.

In the event of a member's death, the heirs, successors, assigns and estate of the member shall be liable, to the extent permitted by law, for any dues accrued and charges incurred until the date of that member's death.

Each member shall be jointly and severally liable for all dues, fees and other charges and liabilities associated with the membership and will be legally and financially responsible for his or her acts or omissions as well as those of his or her family, guests, and any other person using St. Pete Athletic through his or her membership.

The Club requires all members to keep an active bank account billing information on file together with an authorization for the Club to bill any amounts incurred in connection with the membership (including but not limited to dues, charges, fees and any service charges incurred by the Club for processing the transaction) which are outstanding 30 days or more from the due date on the monthly statement. In addition to the Club's ability to charge or initiate an electronic funds ACH transfer, if the account of any member of St. Pete Athletic is delinquent or if the required membership dues or fees are not paid as required, the Club may at its option, take whatever action it deems necessary, including legal action, to effect collection and will, after the account balance has been outstanding for 30 days, terminate the membership. The member's statement evidencing the delinquent account balance constitutes notice of suspension or termination of the membership as applicable. The member shall be liable for any attorneys' fees and costs (including such fees required in connection with appeal proceedings) incurred in connection with the collection of such delinquent account(s) or the termination of the membership.

III. NO REFUND OF FEES

The Member acknowledges and agrees that the Club has no obligation to refund any fees to the Member under any circumstances.

IV. ACKNOWLEDGMENT OF MEMBERSHIP RIGHTS

The Member acknowledges and agrees that membership permits the Member to use the Club Facilities in accordance with the terms of the Rules, but does not grant to the Member any legal or equitable right, title or interest in or easement to use the Club Facilities. Membership in St. Pete Athletic is not a security or investment in the Company, the owner(s) or operator(s) of the Club Facilities, or any of their respective affiliates and does not provide the member with an equity or ownership interest or any other property right, title or interest in the Company, the owner(s) or operator(s) of the Club Facilities, or any of their respective affiliates, the Club Facilities or other facilities of St. Pete Athletic. The Member only acquires a revocable license to use the Club Facilities in accordance with the terms and conditions of the Rules and the Membership Agreement, as the same may be amended, modified or supplemented

from time to time. All rights and privileges of members under the Rules and the Membership Agreement, are subordinate to the lien of any mortgage, deed of trust, or other lien encumbering the Club Facilities from time to time.

The Company reserves the right, in its sole discretion, to terminate or modify the Rules, to reserve memberships, to discontinue operation of any or all of the Club Facilities, to terminate, modify or issue any type, category or class of membership, to recall any membership at any time for any or no reason whatsoever, to convert St. Pete Athletic into a membership-owned club, and make any other changes in the terms and conditions of membership or the Club Facilities available for use by members and non-members alike.

The Company reserves the right to sell, assign, convey, transfer or otherwise dispose of any or all of its right, title and/or interest in the Club Facilities to any party or parties. Upon any such sale, assignment, conveyance, transfer or other disposition by the Company of all of its right, title and interest in the Club Facilities, the Company shall be relieved of and released from all liability and obligations hereunder, under the Rules and each Membership Agreement then in effect. In the event of a negotiated sale of the Company's interest in the Club Facilities, the Company will disclose the existence of the Rules and will require the purchaser to acquire title subject to the terms and conditions of the Rules and each Membership Agreement then in effect.

The Member shall be obligated for all acts of the Member and the Member's family members or guests in connection with their use of the St. Pete Athletic premises, the Club Facilities, or otherwise relating to such Member's membership. The Member shall be liable for all claims, losses, damages and costs and other liability (collectively, "Claims") to the extent caused by the Member or a family member or guest in their respective use of, or presence on or about, St. Pete Athletic premises or the Club Facilities. The Member agrees to indemnify, defend (with counsel reasonably acceptable to the Club) and hold the Company, and any third-party manager of the Club Facilities engaged by the Club, as well as the owner(s) and operator(s) of any third party vendors or rental units within St. Pete Athletic, their respective successors and assigns, and their respective shareholders, partners, directors, officers, members, managers, employees, representatives and agents (collectively, the "Indemnified Parties"), free and harmless from, against and with respect to all such Claims.

The Member and each family member and guest accept and assume all risks and responsibilities associated with use of Club Facilities, or any other facilities or services at the St. Pete Athletic premises, including, but not limited to, all risks of bodily injury or damage to property (even if such bodily injury or damage to property is due to the

negligence of one or more Indemnified Parties). The Member acknowledges that if the Member or any family member or guest makes or accepts the use of any apparatus, equipment, facility, privilege or service whatsoever owned, leased, made available or operated by any Indemnified Party, or participates in any function or other activity made available, operated, organized, arranged or sponsored by an Indemnified Party, either on or off the St. Pete Athletic premises, then such Member, family member or guest shall do so at his or her own risk. The Member, on behalf of the Member and all of Member's family members and guests, hereby releases and agrees to hold all of the Indemnified Parties free and harmless, from, against and with respect to any and all Claims resulting from the matters described above in this paragraph or otherwise arising out of or incident to membership in St. Pete Athletic or use of the St. Pete Athletic premises including the Club Facilities. The Member and each of the Member's family members and guests shall be obligated to execute and deliver such consents, waivers and/or releases of liability and indemnities in the form requested by the Club from time to time. In the event of any inconsistency between the provisions of this Membership Agreement and the provisions contained in any such consent, waiver and/or release or indemnity form, the provisions contained in the form shall control.

The provision of this paragraph shall continue in full force and effect even after the termination of Member's membership in St. Pete Athletic.

V. MISCELLANEOUS PROVISIONS

1. Each member must keep his or her contact information updated with the Club, including email address for all notices, a phone number, and an emergency contact and their contact information. The Club may require additional contact information.

2. The Club will issue a membership identification to the member and the other designated individuals eligible for membership privileges on that membership according to the criteria then in effect. Membership identification will only be issued upon payment of dues by the member. Membership identification will not be issued to children under the age of eighteen (18). The membership identification will be determined by the Club, and may be a physical card, an electronic card, or any other form. Members must have their membership identification with them at all times while using the Club Facilities and must present it when requested by the Club personnel.

3. A membership identification may not be used by any person other than the person to whom it is issued. Membership identifications are not transferable. An

improperly used identification will be confiscated and the member to whom the identification was issued will be subject to disciplinary action.

4. In order to protect members from improper charges, the Club may require membership identification be presented before ordering or at the point of sale for transactions.

5. In the event of a lost or stolen membership identification, the Club must be notified immediately. Depending on the circumstances, the member's account may be canceled and the Club may issue a new membership identification number. Until notification of identification loss or theft is received in writing by the Club, the member shall be responsible for all charges placed on the account. A membership identification replacement fee as determined by the Club may be charged for lost or stolen membership identification or in any situation where the member account number is changed.

6. A member may resign his or her membership in St. Pete Athletic by delivering written notice to the Front Desk, provided such notice is given no less than 90 days before the renewal of the member's annual membership term. A membership shall be deemed to have been resigned as of the date the member's written notice was received by the Club.

7. Notwithstanding any resignation, the Member (and his or her spouse, if applicable) shall remain liable for any amounts unpaid on the Member's account.

8. Any member that does not fulfill his or her annual membership commitment shall pay to the Club a membership termination fee in an amount determined by the Club in its discretion from time to time. The current membership termination fee shall be set forth on the Schedule of Dues, Fees and Charges.

9. Dues are non-refundable and no prorations shall be provided.

10. Guests of members may be entitled to use the Club Facilities upon the payment of guest fees as determined from time to time by the Club and will be subject to the following rules.

11. The Club reserves the right to restrict or disallow guest use from time to time and to require reservations for member guests.

12. The Club approval and registration of each individual guest is required prior to each issuance of a guest identification. Unregistered guests may be refused access and service. If more than one guest is sponsored at a particular time, each guest must have a separate guest identification issued. Guests must have their

guest identification and photo ID with them at all times while using the Club Facilities.

13. Guests' Purchases of services and merchandise including food and beverage shall be charged to the guest's credit card. Cash payments may or may not be accepted at St. Pete Athletic.

14. Guests may be required to present their identification and photo ID, including when making charges. In addition to any fee for the guest identification, guest use may be subject to other fees as determined by the Club from time to time including but not limited to fees for access to fitness facilities as set forth Schedule of Dues, Fees and Charges.

15. The Club may take any action it deems appropriate to curb abuse of the guest policy.

VI. MEMBERSHIP DOCUMENTS

The Member hereby acknowledges receipt of the Rules and that the Member has read and understands them, and agrees to be bound by the terms and conditions thereof as the same may be amended, modified or supplemented from time to time by the Club. The Member further acknowledges that the Member is not relying on any oral representations in acquiring a membership in St. Pete Athletic.

The failure of the Club to insist upon a strict performance of any of the terms or provisions of the Rules and/or the Membership Agreement, or to exercise any option, right or remedy contained therein, shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. To the extent that any provision of the Rules and/or the Membership Agreement may be held to be invalid or legally unenforceable by a court of competent jurisdiction, the remaining provisions thereof shall not be affected and shall be given full force and effect.

The applicable law is that of the State of Florida. All issues, disputes and/or controversies arising out of, or in connection with, this Membership Agreement shall be governed by, interpreted under and construed by the laws of the State of Florida, without regard to conflict of laws principles, and shall be resolved by final binding arbitration in accordance with the Dispute Resolution provisions of the Rules. The prevailing party in any dispute resolution arising out of this Membership Agreement or otherwise relating to membership in St. Pete Athletic shall be awarded attorneys' fees and costs.

The Club may pledge or assign this Membership Agreement. The Member may not pledge or assign this Membership Agreement.