



Le Paradis Golf - Frequently Asked Questions

1. WHAT IS LE PARADIS GOLF CLUB?

Le Paradis Golf Club (the "Club") is an exclusive, private golf club dedicated to providing an exceptional lifestyle, recreation and social opportunities to its Members and guests of the Le Paradis resort. The Club is organized as a private golf club and is located within the resort and master-planned development known as Le Paradis. The Club will provide its Members, guests, and resort hotel guests with amenities and services commensurate with an exclusive club environment.

2. WHO IS THE OWNER OF THE CLUB?

The Club Facilities have been developed by DCG Properties, Ltd., a St. Lucian registered company (the "Company"). The Company is responsible for the development of a private and exclusive residential community, world class boutique hotel, eighteen (18) hole championship golf course and related facilities (the "Club Facilities"), and marina that is being developed on the Island of St. Lucia (the "Development"). The Club Facilities are estimated to be completed by August of 2007. The Club will be operated and managed under the direction of a "Board of Directors" selected by the Company. The Company has entered into a Management Agreement with Troon Golf, a diversified golf company headquarters in Scottsdale, Arizona, to manage the Club Facilities. Troon is an experienced operator of golf course facilities in the Caribbean.

3. WHAT FACILITIES WILL THE CLUB OFFER?

The Club Facilities include the following:

- an 18-hole championship golf course
- a practice putting green and a driving range
- a clubhouse complex, including dining facilities, bar, a golf shop, and locker room facilities

4. WHO IS THE GOLF COURSE ARCHITECT?

The golf course has been designed by Greg Norman Golf Course Design ("GNGCD"), a highly regarded golf course design firm. With Greg Norman's personal involvement in the design, the golf course will be a Norman Signature Design. GNGCD has designed other highly acclaimed golf courses and Le Paradis will be a reflection of its commitment to a great golf course that blends aesthetics and technical mastery, and incorporates challenging and imaginative strategies on every hole.

5. WHAT CATEGORIES OF MEMBERSHIP WILL BE OFFERED?

The Club will issue three classes of Resident Golf Memberships: Full Golf, Limited Golf, and Resort Golf Membership. The Club will issue to the first 450 purchasers of Property in the Development who elect to become Full Golf Members, 450 Full Golf Memberships. The Club will issue up to 300 Limited Golf Memberships to other purchasers of Property in the Development who elect to become Limited Golf Members. All of the



purchasers of Property in the Development who do not elect to become either a Full Golf or Limited Golf Member at the time of their purchase of property shall become a Social Member of the Club. Social Membership is mandatory for all property owners in the Development who do not elect to become either a Full Golf or Limited Golf Member. Resort

Golf Memberships will be issued to all purchasers of condominium hotel units ("CondoHotel Units") in the Development (currently projected to be 258 units). The Club will also issue 100 Non-Resident Golf Memberships to individuals or families who do not own property in the Development. Non-Resident Golf Memberships will be subject to recall by the Club with prior notice and refund of the Membership Fee paid.

6. WHAT ARE THE PRIVILEGES OF GOLF AND SOCIAL MEMBERSHIP?

Full Golf Membership entitles the Member (and where applicable, the Member's spouse and family) to full use of the Club Facilities. Full Golf Members will not pay green fees for use of the golf course, or any fees for use of the Club Facilities. Limited and Resort Golf Members will pay green fees for use of the golf course equivalent to fifty percent (50%) of the resort green fee rate being charged by the Club to Resort Golf players who are not Le Paradis Hotel guests. Social Members will have use of the Club social facilities and limited use of the golf course upon terms and conditions established by the Club from time to time, including payment of reduced green fees from the resort green fee rate. Non-Resident Golf Membership entitles the Member (and where applicable, the Member's spouse and family) to full use of the Club Facilities. Non-Resident Golf Members will not pay green fees for use of the golf course, or any fees for use of the Club Facilities.

7. WILL MEMBERS OF MY FAMILY BE ENTITLED TO ENJOY MY MEMBERSHIP PRIVILEGES?

Yes. Full Golf, Limited Golf, Resort Golf and Non-Resident Golf Membership entitles the Member, his or her spouse, or spouse equivalent, and the unmarried sons and daughters of the Member or the spouse who are under the age of twenty-two (22) and who reside with the Member or attend school on a full-time basis, to use all Club Facilities. Social Memberships also provide spousal and family use privileges, as summarized above, but only as to those Club Facilities available to Social Members.

8. WILL MY GUESTS BE ABLE TO USE THE CLUB FACILITIES?

Yes. Members may invite accompanied guests to use the Club Facilities in accordance with the Club Rules, and upon payment of applicable guest fees and charges established by the Club. Unaccompanied guests may be permitted to use the Club Facilities on a limited basis as prescribed from time to time. Each Full Golf Member will be provided twelve (12) guest passes annually for accompanied guests to play the golf course without the payment of any guest or green fee. Each Limited Golf Member will be provided eight (8) passes annually, and each Resort Golf Member four (4) passes annually for the Member or accompanied guest to play the golf course without the payment of any green fee or guest fee. Initially, accompanied guests of Full Golf Members will be charged a \$75 green fee, unaccompanied guests a \$125 green fee, accompanied guests of Limited or Resort Golf



Members a \$115 green fee, and unaccompanied guests a \$150 green fee. Accompanied guests of Social Members will initially be charged a \$135 green fee, unaccompanied guests a \$150 green fee.

9. WILL THE CLUB PERMIT OUTSIDE PLAY?

Pursuant to an agreement to be entered into with Westin Hotels, the golf course will be made available to registered guests staying at the Le Paradis Hotel. Hotel guests' access, however, shall be limited, with Members of the Club having the exclusive right to book in advance tee times each day between 8:00 a.m. and 9:00 a.m., and 11:00 a.m. and 12:00 p.m. Hotel guests' play will be limited in such a manner as to ensure reasonable access to the golf course by Resident Golf and Non-Resident Golf Members. Priority will be given to Full Golf and Non-Resident Golf Members in the allocation and reservation of tee times. The Company may also permit unaccompanied guest play on the golf course to the extent the fees generated from such play will contribute to the financial viability of the Club and will not adversely impact the rights of access, use and enjoyment of the Club Facilities by its Golf Members.

10. TO WHOM WILL MEMBERSHIPS BE OFFERED?

Resident Golf and Social Memberships are being offered to owners and initial purchasers of property and Condo Hotel Units within the Development. In addition, Non-Resident Golf Memberships will be offered to up to one hundred (100) persons who do not own property in the Development, if available and not reserved by the Company.

11. WHY ARE NONRESIDENT GOLF MEMBERSHIPS "RECALLABLE"?

In order to achieve the objectives of developing an exclusive membership Club in which owners of property in Le Paradis have a preferred right of Membership, Non-Resident Golf Memberships will be "recallable". That is to say, the Non-Resident Membership may be recalled and reissued to an owner of property within the Development or otherwise. If a Non-Resident Membership is recalled, the holder of that Membership shall be entitled to receive the amount the Member paid as a Membership Fee.

12. HOW DO I BECOME A RESIDENT GOLF MEMBER OF THE CLUB?

To become a Resident Golf Member of the Club, you must close the purchase of property in the Development, submit a fully completed and executed Application for Membership and Membership Purchase Agreement, and elect to become either a Full Golf or Limited Golf Member. All purchasers of Condo Hotel Units shall automatically become Resort Golf Members of the Club upon the purchase and closing of their Condo Hotel Unit in the Development. To become a Non-Resident Golf Member of the Club you must fulfill the Membership requirements for the appropriate Non-Resident Membership category, submit a fully completed and executed Application for Membership and Membership Purchase Agreement, and attach a check for the Membership Fee required under the "Non-Resident Golf Application for Membership". All Non-Resident Golf Applications for Membership are subject to approval by the Club. The Membership Fee for all Resident Golf Memberships will be included in the purchase price of Property in the Development. No



additional Membership Fee is due and payable by a Resident Golf Member at the time of submission of the Application for Membership and Membership Purchase Agreement.

13. HOW ARE ANNUAL DUES ESTABLISHED?

The initial annual dues in connection with Resident Golf Memberships are projected to be \$6,000 for Full Golf Members, \$2,500 for Limited Golf Members, and \$1,200 for Resort Golf Members. Annual dues in connection with Social Memberships are projected to be \$1,200. Resident Golf and Social Members are not subject to either operating or capital assessments. The dues may not be increased by more than the greater of (i) ten percent (10%) per year, (ii) the percentage increase in the Consumer Price Index, or (iii) a greater amount if justified based on increases in the actual costs of Club operations and maintenance year to year. The annual dues for Non-Resident Golf Members residing or owning property on St. Lucia are projected to be \$6,000, for individuals or families not residing or owning property on St. Lucia, \$1,500. Non-Resident Golf Members are not subject to either operating or capital assessments.

14. WHAT ARE MY OPTIONS UPON BECOMING AN OWNER OF PROPERTY IN THE DEVELOPMENT?

At the time of the closing of your property in the Development, you must elect to become either a Full Golf, Limited Golf, or Social Member of the Club. If you elect Full Golf or Limited Golf Membership the Golf Membership will be activated. If you elect to become a Social Member, the Golf Membership will remain inactive. A Social Member may upgrade to a Full Golf or Limited Golf Membership, provided a Golf Membership is then available, by paying a Transfer Fee of twenty percent (20%) of the then current Membership Fee to the Club. Full Golf and Limited Golf Members may downgrade to Social Membership in accordance with the terms of the Plan, after which their Golf Membership will become inactive. All purchasers of Condo Hotel Units shall, upon the Closing of the purchase of the Condo Hotel Unit, become a Resort Golf Member. Resort Golf Membership is mandatory for all Condo Hotel Unit owners, with the Resort Golf Membership transferring automatically to the purchaser or transferee of a Condo Hotel Unit, who upon closing shall become a Resort Golf Member. Resort Golf Members may also upgrade to Full Golf Membership subject to availability. Full Golf Memberships held by Condo Hotel Unit owners are subject to recall in accordance with the Membership Plan.

15. AM I ENTITLED TO A REFUND WHEN I TRANSFER MY GOLF OR SOCIAL MEMBERSHIP?

Yes. On the sale or transfer of a Resident Golf Member's property or Condo Hotel Unit, provided the Golf Membership has been active for not less than twelve (12) months, the selling Golf Member shall receive a percentage of the Membership Fee then in effect paid by the purchaser of the property or Condo Hotel Unit, as follows: eighty percent (80%) of the Membership Fee to a Full Golf Member, seventy (70%) to a Limited Golf Member, and sixty (60%) to a Resort Golf Member. Social Members receive no portion of the Membership Fee paid to the Club at the time of purchase and closing of their property, unless the purchaser of their property elects to become a Golf Member, in which event the Social Member will receive fifty percent (50%) of the Membership Fee then in effect. If a



Resident Golf Member sells his or her property in the Development, the purchaser of that Property will be obligated to purchase the Membership by payment of the Membership Fee then in effect. As described above, the Club will receive a Transfer Fee as a condition to the transfer of the Membership to the purchaser of the Property or Condo Hotel Unit.

Non-Resident Golf Memberships are eligible for repurchase by the Club. Upon resignation of a Non-Resident Golf Membership, the Club will place the resigned Non-Resident Golf Membership on a waiting list for repurchase by the Club. The Club shall have no obligation to repurchase the Membership until such time as an applicant for a Non-Resident Golf membership is approved and has paid the Membership Fee then being charged by the Club for Non-Resident Golf Memberships. Until the Club has sold all authorized Non-Resident Golf Memberships, if there are Non-Resident Golf Memberships on a waiting list to be repurchased by the Club, one out of every four (4) Non-Resident Golf Memberships sold by the Club will be a Membership from such a waiting list. The Club will repurchase and resell Non-Resident Golf Memberships on a first resigned, first repurchased basis.

16. WHAT HAPPENS TO MY MEMBERSHIP IF I SELL MY HOME OR PROPERTY IN THE LE PARADIS DEVELOPMENT?

You may continue your Membership as a Nonresident Golf Membership. In doing so the Nonresident Golf Membership becomes recallable. Your Resident Golf Membership will transfer to the purchaser of your property or Condo Hotel Unit in accordance with the terms of the Membership Plan.

17. WHAT SHOULD I DO IF I HAVE ADDITIONAL QUESTIONS?

Complete details about membership opportunities are available from the Membership Director, who can also answer any questions regarding the Club and its operation. For further information, please contact Gascoignes International who will put you in touch with the Membership Director

This document does not constitute an offer to sell or a solicitation to purchase a Membership in any jurisdiction in which such an offer or solicitation is, not authorized nor in any state to any person to whom such an offer would be unlawful. This document contains certain estimates of anticipated future performance by the Club that reflects various assumptions made by the Company which may not prove to be accurate. Actual results achieved during the periods discussed may differ from these projections. This is a general description of the Membership opportunities available at Le Paradis Golf Club. This document is provided for informational purposes only, and may not be relied upon as a basis for a decision to acquire membership privileges is contained in the Le Paradis Golf Club Membership Plan and its exhibits as amended from time-to-time, which should be carefully reviewed prior to acquiring a Membership in the Club.