

SENT BY CERTIFIED MAIL ON 10/21/2011

Dear Member,

The Board of Directors of the Club (the "**Board**"), pursuant to the provisions of the Club Bylaws, has adopted a temporary program to reduce the number of members on the Surrender List. The temporary program allows members **who are in good standing**, and who have been on the Surrender List and continue to pay dues as required by the Club Bylaws for four (4) years or more the option to (i) transfer their membership to the Club, to relinquish their refund and other rights to the Club and have no further obligations to pay dues to the Club ("Option 1") or (ii) remain on the Surrender List and continue to pay dues as required by the Club Bylaws ("Option 2"). In addition, if a member has been on the Surrender List less than four (4) years and has not paid dues for the four (4) year period, the member may qualify for the option by payment to the Club prior to the expiration of the Offer Period of the Remaining Dues Amount, as defined below. The term "**Remaining Dues Amount**" is defined as the amount of dues and the food and beverage minimum as of the Effective Date, as defined below, that is due for the remaining portion of the four (4) year period not previously paid by the member through the Effective Date. Upon transfer of the membership to the Club, the Club is substituted into the member's current position on the Surrender List until the membership is reissued per the Club Bylaws. Upon the reissuance of the membership by the Club, all membership sales proceeds from the sale of the membership are paid to and retained solely by the Club (the "Temporary Transfer Program").

Based on the criteria established by the Board of (i) having paid in full all amounts due the Club, including any outstanding Promissory notes, assessments, charges and dues and (ii) having paid dues for four (4) years or more (or upon payment of the Remaining Dues Amount) your Equity Golf membership qualifies for the extension of the option to you provided by the Temporary Transfer Program. Please note this is a temporary program and shall terminate at 5:00 pm on November 1, 2012 (the "**Offer Period**"). It is essential that you exercise the option by returning this letter to the Club or emailing to the Club at dwhelan@desertmt.com (you can also fax to 480-595-4031) prior to the expiration of the Offer Period to indicate your decision to (i) transfer your membership, relinquish your refund rights and be released from any further obligation to pay dues to the Club after the Effective Date, as defined below or (ii) remain on the Surrender List and continue to pay dues to the Club until reissuance of the membership, as required by the Club Bylaws. PLEASE NOTE. ONCE THE ELECTION HAS BEEN MADE BY THE MEMBER DURING THE OFFER PERIOD THE OPTION IS IRREVOCABLE.

Please indicate below your decision concerning the option available to you pursuant to the Temporary Transfer Program by checking the applicable box and returning to the Club as provided below, with the remaining Dues Amount, if applicable.

OPTION 1

I elect to accept the Club's offer to transfer my membership to Club, to relinquish any refund rights or other rights to the Club concerning my membership and have no further obligation after the "Effective Date" to pay dues to the Club.

OPTION 2

I decline the offer and elect to remain on the Surrender List and continue to pay dues as required by the Club Bylaws.

Enclosed is a copy of the Transfer, Assignment and Release Agreement (the "Transfer Agreement") to be entered into by the Member and the Club if you elect to transfer the membership to the Club pursuant to Option 1 above. If you elect to exercise Option 1 to transfer your membership during the Offer Period, you must return this letter and if applicable, the Remaining Dues Amount to the Club prior to the expiration of the Offer Period. Note, the term "Effective Date" utilized herein is the date that Option 1 has been exercised by the Member as provided above by returning to the Club the executed copy of this letter with Option 1 checked and, if applicable, payment of the Remaining Dues Amount. Upon receipt by the Club, the Club will prepare a Transfer Agreement for your execution, along with any release documents that may be necessary if your membership has been previously pledged or assigned to a lender or other entity. Upon receipt and approval by the Club of your executed Transfer Agreement and any necessary collateral documents, the Club will execute and return the Transfer Agreement to you to confirm the Effective Date. You may also contact Debbie Whelan at the Club to arrange for a time to come in during the Offer Period to execute the Transfer Agreement and pay the Remaining Dues Amount, if applicable.

Please be advised that according to Section 4.1 of the Club Bylaw's, a Member must be in good standing in order to be on the Surrender List. If your club account is delinquent, your membership is subject to being removed from the Surrender List and/or terminated pursuant to Section 6.1 of the Bylaws.

If you have any questions, concerning the Temporary Transfer Program or the matter set forth above, please contact Debbie Whelan at 480-595-4245. Thank you for your attention to this matter.

Sincerely,

Desert Mountain Club, Inc.

Robert E. Jones, II
Chief Operating Officer and General Manager

AGREED AND ACCEPTED

By _____
Member