

# Garland Mountain Founding Members Charter

ADOPTED 2026

GARLAND MOUNTAIN, LLC – WALESKA, GEORGIA

## I. Purpose and Intent

This Charter establishes the Garland Mountain Founding Members program (the "Founding Members") as a finite, one-time recognition created in connection with the reconstruction and reopening of the Garland Mountain restaurant, clubhouse, and event facilities following the November 2023 fire.

The Founding Members program exists to acknowledge and honor individuals, families, and businesses who make a founding contribution to this pivotal chapter in Garland Mountain's history and who desire a permanent, legacy-level connection to the property and its future.

## II. Nature of the Program

The Founding Members program is honorary and privilege-based in nature.

Participation:

- Does not constitute ownership, equity, profit participation, voting rights, or governance authority in Garland Mountain, LLC.
- Does not create a partnership, joint venture, or investment relationship.
- Does not convey any interest in real property or business assets.

Garland Mountain, LLC retains sole and exclusive ownership, control, and management authority over all operations, facilities, policies, and business decisions.

## III. Limited and Non-Recurring Program

The Founding Members program is intentionally limited in size and scope and is offered only once.

- There is no ongoing enrollment.
- No future classes of Founding Members will be created.
- Founding Member status is conferred only upon acceptance of a qualifying founding contribution and execution of the applicable participation acknowledgment.



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## IV. Founding Contributions

Participation in the Founding Members program requires a one-time founding contribution, the amount and payment structure of which shall be determined by Garland Mountain, LLC.

The founding contribution:

- Is intended to support the reconstruction and enhancement of Garland Mountain facilities.
- Is not a refundable deposit or investment.
- Is not tied to financial return or valuation.

Specific contribution terms are addressed separately in the Founding Member Participation Agreement.

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## V. Recognition and Legacy Acknowledgment

Founding Members shall receive permanent recognition as part of Garland Mountain's legacy, which may include one or more of the following, as determined by Garland Mountain, LLC:

- Permanent naming rights at a designated sporting clays station
- Permanent legacy recognition within the restaurant or clubhouse facilities
- Inclusion on a Founders Legacy Wall or similar memorial display

The form, placement, design, and presentation of all recognition elements are at the sole discretion of Garland Mountain, LLC.

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## VI. Privileges and Benefits

Founding Members may receive certain lifetime or long-term privileges, which may include, but are not limited to:

- Corporate-level membership privileges
- Priority access to Garland Mountain's upgraded cart fleet
- Priority dining access and preferred seating during peak occasions
- Annual private room usage, subject to availability
- Dining credits, shooting credits, or similar hospitality benefits

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## VI. Privileges and Benefits con't

Distinction Between Permanent and Time-Limited Benefits.

Certain Founding Member privileges are permanent in nature, including recognition and membership status. Other benefits, such as dining or shooting credits, may be offered for defined durations as outlined in program materials. The expiration of time-limited benefits shall not be construed as diminishing the permanent legacy status of a Founding Member.

All privileges are subject to reasonable rules, availability, scheduling limitations, and operational needs. Garland Mountain, LLC reserves the right to modify the administration or logistics of privileges, provided that the spirit and intent of Founding Member recognition are preserved.

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## Corporate Membership Use Parameters

Any corporate-level membership privileges provided to Founding Members are intended for personal, family, and business entertaining use. Member pricing for accompanying guests applies only when a Founding Member or authorized membership cardholder is present and actively hosting the visit.

Any gathering exceeding twelve (12) accompanying individuals shall be considered an event and shall be subject to Garland Mountain's standard event policies, pricing, and booking requirements. Privileges may not be used in a manner intended to circumvent standard event pricing, booking requirements, or operational policies.

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## VII. Transferability

Founding Member status, recognition, and privileges are generally non-transferable except as expressly permitted in writing by Garland Mountain, LLC.

Limited accommodations may be made for family continuity, estate planning, or corporate succession, subject to review and approval.

Any membership cards or access credentials issued in connection with Founding Member privileges are non-transferable and may be assigned only to individuals within the Founding Member's immediate family, household, or a single affiliated business entity, as approved by Garland Mountain, LLC.

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## VIII. Conduct and Use

Founding Members are expected to conduct themselves in a manner consistent with the values, culture, and community standards of Garland Mountain.

Garland Mountain, LLC reserves the right to suspend or revoke privileges (but not legacy recognition) in cases of misconduct, policy violations, or behavior detrimental to the business or guest experience.

Founding Member privileges may not be used for resale, public promotion, recurring organized group use, or any activity intended to circumvent standard event booking, pricing, or operational policies.

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## IX. Facilities, Expansion, and Continuity

References to specific facilities, rooms, or assets are intended to include successor spaces or comparable amenities as Garland Mountain evolves, expands, or is reconfigured.

This Charter and the Founding Members program are intended to endure for the life of Garland Mountain, subject to business continuity, force majeure events, or changes beyond the reasonable control of ownership.

In the event of sale, restructuring, or transfer of Garland Mountain, LLC, reasonable efforts shall be made to honor the recognition and intent of the Founding Members program.

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## X. Interpretation and Amendments

This Charter shall be interpreted in a manner that preserves its original intent and purpose.

The Founders Privileges & Recognition document is incorporated by reference for descriptive purposes. In the event of ambiguity, this Charter shall govern intent, limitations, and interpretation.

Garland Mountain, LLC reserves the right to amend this Charter as necessary to address legal, operational, or practical considerations, provided such amendments do not materially diminish the recognition afforded to Founding Members.

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## **XI. Governing Law**

This Charter shall be governed by and construed in accordance with the laws of the State of Georgia.