

**IN THE CIRCUIT COURT FOR THE SIXTEENTH JUDICIAL CIRCUIT
KANE COUNTY, ILLINOIS**

DANIEL MATURO and MICHAEL WHITE,)	
Individually and on behalf of all others)	
similarly situated,)	
)	Case No. 2023 MR 255
Plaintiffs,)	
)	Hon. Kevin Busch
v.)	
)	
CF EAGLE BROOK ARCIS, LLC,)	
d/b/a EAGLE BROOK COUNTRY CLUB,)	
)	
Defendant.)	
_____)	

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement is made by Named Plaintiffs¹ Daniel J. Maturo and Michael J. White for themselves individually and on behalf of the Class (as defined in Paragraph 2.10 below), on the one hand, and Defendant CF Eagle Brook ARCIS, LLC, on the other. The terms and conditions of this Agreement are as follows:

I. RECITALS

WHEREAS, the Named Plaintiffs commenced this Action by filing a Class Action Complaint for Declaratory Relief against Eagle Brook in this Action on August 25, 2023, seeking, among other things, certification of a class of all Eagle Brook Country Club Members, or their heirs, who executed the Full Golf Membership Conversion Agreement in 1995, and a declaration of the rights and

¹ Capitalized terms have the meaning ascribed to them in the Definitions (Section II) below.

obligations of the Parties with respect to repayment of certain funds paid to Eagle Brook Country Club;

WHEREAS, on May 14, 2024, the Named Plaintiffs filed a First Amended Class Action Complaint for Declaratory Relief and Breach of Contract in this Action, seeking declaratory relief identical to the relief sought in the Complaint, and additionally seeking monetary damages;

WHEREAS, the Named Plaintiffs allege that they are owed repayment of sums defined in the Conversion Agreement as the “Amount Previously Paid”, also referenced herein as the “Disputed Amount”;

WHEREAS, Eagle Brook denies that the Named Plaintiffs or any other current or former members of Eagle Brook Country Club are entitled to repayment of any portion of the Disputed Amount;

WHEREAS, on September 10, 2024, the Honorable Kevin T. Busch, presiding in this Action, denied Eagle Brook’s motion to compel arbitration and stay proceedings, and on February 24, 2025, the Second District Appellate Court of Illinois affirmed Judge Busch’s ruling on the same;

WHEREAS, on April 17, 2025, Eagle Brook filed a motion to dismiss the Amended Complaint, which remains pending;

WHEREAS, a dispute between the Parties exists with respect to Eagle Brook’s obligation to repay to the Named Plaintiffs and other current and former Club members any portion of the Disputed Amount;

WHEREAS, the Parties and their counsel have litigated this Action vigorously for almost two years, and have engaged in multiple rounds of settlement negotiations;

WHEREAS, the Parties wish to avoid the continued expenditure of attorney's fees and costs associated with this Action, including those relating to Eagle Brook's pending motion to dismiss;

WHEREAS, the Parties have concluded it is desirable that this Action be finally settled and resolved upon the terms and conditions set forth in this Agreement

THEREFORE, the Parties, in consideration of the promises, covenants and agreements described herein, acknowledged by each of them to be satisfactory and adequate, and intending to be legally bound, do hereby mutually agree to the terms of this Agreement.

II. DEFINITIONS

2.1 "1992 Membership Plan" means the Eagle Brook Country Club Plan for the Offering of Memberships dated June, 1992.

2.2 "1995 Membership Plan" means the Eagle Brook Country Club Membership Plan dated June 1995.

2.3 "Action" means the lawsuit brought by Class Representatives against Eagle Brook in the Circuit Court of Kane County, Illinois, No. 2023 MR 255.

2.4 "Administrative Expenses" means all expenses reasonably incurred by the Claims Administrator arising out of the Settlement, including

expenses related to providing Notice, receiving and processing Claim Forms, and disbursing Settlement Payments in connection with Approved Claims.

2.5 “Agreement” means this Class Action Settlement Agreement and the attached exhibits.

2.6 “Approved Claim” means a Claim Form submitted by a Class Member that (a) is timely and submitted in accordance with the directions on the Claim Form and the terms of this Agreement, (b) is fully completed and physically or electronically signed by the Class Member, and (c) satisfies the conditions of eligibility for a Settlement Payment as set forth in this Agreement.

2.7 “Claims Deadline” means the date by which a Claim Form must be postmarked or otherwise submitted to the Claims Administrator to be considered timely and shall be set as a date no later than ninety (90) calendar days following the Notice Date, subject to Court approval. The Claims Deadline shall be clearly set forth in the Notice of Settlement and the Claim Form.

2.8 “Claim Form” means the document substantially in the form attached hereto as Exhibit 2, as approved by the Court.

2.9 “Claims Administrator” means, subject to approval of the Court, Analytics LLC, which will provide the Notice, receive and process Claim Forms, send Settlement Payments to Class Members, and perform such other settlement administration matters set forth herein or contemplated by the Agreement.

2.10 “Class,” solely for purposes of this Settlement Agreement, means all current and former Club members who executed the Conversion Agreement, or

the heirs of such persons, who have unresolved claims in relation to the Disputed Amount.

2.11 “Class Counsel” means Matthew J. Herman of Meyers & Flowers.

2.12 “Class Member” means a person who falls within the definition of the Class.

2.13 “Class Representatives” means the Named Plaintiffs Daniel J. Maturo and Michael J. White.

2.14 “Class Representative Incentive Awards” means the amounts paid to each of the Class Representatives in recognition of their efforts on behalf of the Class that is in addition to any Settlement Payment made pursuant to this Agreement.

2.15 “Club” means Eagle Brook Country Club in Geneva, Illinois.

2.16 “Contact List” means the list of contact information for members of the class, as used for the Notice of Settlement, as well as any updates, supplementation, and corrections compiled thereafter by Eagle Brook’s Counsel, Class Counsel, or the Claims Administrator.

2.17 “Conversion Agreement” means any of the 1995 Full Golf Membership Conversion Agreement, the 1995 Sports Membership Conversion Agreement, or the 1995 Tennis/Swim Membership Conversion Agreement.

2.18 “Disputed Amount” means the Amount Previously Paid by each Class Member as defined in the Conversion Agreement.

2.21 “Deferred Amount” means the Deferred Amount paid by each Class Member as defined in the Conversion Agreement.

2.19 “Eagle Brook” means Defendant CF Eagle Brook ARCIS, LLC.

2.20 “Eagle Brook’s Counsel” means James D. Dasso and Mason D. Roberts of Foley & Lardner LLP.

2.23 “Effective Date” means the date as defined in Paragraph VII.1.

2.24 “Escrow Account” means the account into which the Settlement Fund, as defined in Paragraph VII.4, will be deposited.

2.25 “Escrow Agent” means the bank maintaining the Escrow Account.

2.26 “Fee Award” means the amount of attorneys’ fees and costs awarded to Class Counsel by the Court to be paid from the Settlement Fund as maintained in the Escrow Account.

2.27 “Final Approval Hearing” means the hearing before the Court where Class Representatives will request that the Final Approval Order be entered by the Court finding the Settlement to be fair, reasonable, and adequate, and approving the terms of the Agreement.

2.28 “Final Approval Order” means the final judgment and approval order to be entered by the Court approving the Agreement after the Final Approval Hearing.

2.29. “Named Plaintiffs” means Plaintiffs Daniel J. Maturo and Michael J. White,

2.30 “Net Settlement Fund” means the Settlement Amount minus the Fee Award, Administrative Expenses, Class Representative Incentive Awards, taxes and tax expenses, and additional amounts deposited into the Settlement Fund as specified in Paragraph VII.4.

2.31 “Notice Date” means the date by which the Notice of Settlement is disseminated to the Class, which shall be a date no later than ninety (90) calendar days after entry of the Preliminary Approval Order.

2.32 “Notice of Settlement” means the notice of the proposed Settlement and Final Approval Hearing, which is to be approved by the Court and disseminated to the Class substantially in the manner set forth in Exhibit 1 to this Agreement.

2.33 “Objection Deadline” means the date by which a written objection to the Agreement by a Class Member must be served pursuant to Paragraph VII.12(a), which shall be designated as a date no more than sixty (60) calendar days after the Notice Date, as approved by the Court. The Objection Deadline will be set forth in the Notice.

2.34 “Opt-Out Deadline” means the date by which Class Members must submit a Request for Exclusion Form pursuant to Paragraph VII.12(b), which shall be designated as a date no more than sixty (60) calendar days after the Notice Date, as approved by the Court. The Opt-Out Deadline will be set forth in the Notice.

2.35 “Parties” means Eagle Brook and Class Representatives.

2.36 “Preliminary Approval Order” means the Court’s order preliminarily approving the Agreement and approving the form, substance, and manner of the Notice.

2.37 “Released Claims” means all the claims as defined in Paragraph VII.2.

2.38 “Released Parties” means Eagle Brook, including its respective current and former representatives, corporate representatives, successors, successors in trust, successor trustees, insurers, receivers, assigns, general partners, limited partners, agents, officers, directors, employees, divisions, subsidiaries, and parent companies.

2.39 “Releasors” means the Class, including the Class Representatives and each Class Members, who do not submit a Request for Exclusion Form prior to the entry of a Final Approval Order.

2.40 “Request for Exclusion Form” means the document substantially in the form attached hereto as Exhibit 3, as approved by the Court.

2.41 “Reverter Amount” means the amount of funds remaining in the Net Settlement Fund upon expiration of the Claim Deadline, as set forth in Paragraph VII.5.

2.42 “Settlement Amount” means cash in the amount of 70 percent of the sum total Disputed Amount for each Class Member.

2.43 “Settlement Payment” means a monetary payment from the Net Settlement Fund to a Class Member with an Approved Claim, in the amount set forth in Paragraph VII.9(a).

III. BENEFITS OF SETTLEMENT TO CLASS AND TO EAGLE BROOK

Although the Class Representatives do not abandon the positions they have taken in the Action, they believe that continued litigation would be protracted, expensive and uncertain. The Class Representatives and Class

Counsel therefore believe this Agreement is fair, reasonable, adequate, and the best way to resolve the disputes in this Action.

Eagle Brook has likewise concluded that the defense of this litigation would be protracted and expensive. While Eagle Brook denies the claims brought against it in this Action and also denies that there is a class which may be certified apart from this Settlement Agreement, it also recognizes that it will be required to devote substantial amounts of time, energy and resources to the defense of this Action, including litigating the pending motion to dismiss and potentially engaging in lengthy and costly discovery in this Action. Eagle Brook therefore has agreed to settle this Action pursuant to the terms set forth in this Agreement, to eliminate the risk of such additional time and costs.

IV. CONFIDENTIALITY OBLIGATIONS

Class Counsel, Defense Counsel, Class Representatives, and Eagle Brook agree that, at all times, neither they, nor any employee, partner, or member of their firm/company, nor any of their agents or representatives, will announce the settlement terms to the media or issue a press release in any way relating to this Agreement. This provision shall not preclude the parties from taking actions designed to effect notice of this Agreement to the Class Members, including posting such notice on a dedicated web page.

V. CERTIFICATION OF A CLASS

For purposes of this settlement only, the Parties agree to the certification of a Class pursuant to 735 ILCS 5/2-801, *et seq.*, comprised of all Class Members. The Parties agree that this Agreement is made for the sole purpose of

consummating the settlement of all causes of action asserted in this matter or that could have been asserted in this matter on a class-wide basis. This Agreement and the settlement it evidences are made in compromise of claims that the Parties dispute. Because the Amended Complaint contains class action claims, this settlement must receive preliminary and final approval by the Court. Accordingly, Eagle Brook enters into this Agreement on a conditional basis.

In the event that: (a) the Court does not approve this Agreement and execute a Final Approval Order; or (b) the Final Approval Order as submitted by the Parties does not become final for any reason, or the terms and conditions set forth in this Agreement are modified in any material respect; this Agreement shall be deemed null and void and shall be of no force or effect whatsoever, and shall not be admitted, referred to or utilized by any Party for any purpose whatsoever.

Eagle Brook denies all of the Named Plaintiffs' claims as to liability and damages, as well as the Named Plaintiffs' claims that any appropriate class may exist, and Eagle Brook does not waive, but rather expressly reserves, all rights to challenge all such claims upon all procedural and substantive grounds, including the assertion of all defenses and/or counterclaims in the event that the settlement reflected in this Agreement is not approved by the Court or is otherwise not consummated. Moreover, this Agreement is for the purpose of settlement only, and the Court and the Parties agree that the Agreement, Preliminary Approval Order, and Final Approval Order are made only for purposes of settlement and are not determinative of the propriety of the class

claimed by the Named Plaintiffs or any class, and will not have any collateral estoppel or *res judicata* or other legal effect on any class certification issue in any future claim or action except a claim or action barred by the Final Approval Order.

VI. SETTLEMENT PROCEDURE

The Agreement requires the occurrence of the following events for its terms to be final and binding upon the Parties:

1. Execution of the Agreement by the Parties.
2. Submission of the Agreement to the Court via a Joint Motion for Preliminary Approval.
3. Entry of a Preliminary Approval Order by the Court granting preliminary approval of the Agreement.
4. Court approval of the method of distribution and the form and content of the Notice of Settlement, attached as Exhibit 1, Claim Form, attached as Exhibit 2, and the Request for Exclusion Form, attached as Exhibit 3.
5. Filing by Class Counsel, on or before the date of the Final Approval Hearing, of the Court-approved Claims Administrator's declaration, in writing, that the Notice of Settlement has been disseminated in accordance with the Court's order.
6. Entry of a Final Approval Order by the Court.
7. Occurrence of the Effective Date.

VII. SETTLEMENT TERMS

NOW, THEREFORE, IT IS HEREBY AGREED AND STIPULATED, by and among Named Plaintiffs on behalf of the Class on the one hand, and Eagle Brook on the other hand, and subject to the approval of the Court, that the Action hereby be compromised and settled pursuant to the terms and conditions set forth in this Agreement and that upon the entry of a Final Approval Order the Action shall be dismissed with prejudice, subject to the Recitals, which by this reference become an integral part of this Agreement, and subject to the following terms and conditions

1. Effective Date.

As used in this Agreement, “Effective Date” means either: (1) 30 days after the date by which this Settlement is approved as provided in this Agreement and the Court enters the Final Approval Order, if no objections to the Agreement are filed and no appeal of the Final Approval Order is made; or, (2) in the event an appeal is filed, after the issuance of a final order by the appellate court affirming the Final Approval Order.

2. Class Release.

As of the Effective Date, and in consideration for receipt of the sums specified in Paragraphs VII.9(a) and VII.10(d), Releasors on behalf of themselves and their successors, heirs, beneficiaries, assigns, transferees, and representatives, hereby release, remise, and forever discharge the Released Parties, and their representatives, corporate representatives, successors, successors in trust, successor trustees, insurers, receivers, assigns, general

partners, limited partners, agents, officers, directors, employees, divisions, subsidiaries, and parent companies, from any and all liability for claims; obligations; demands; actions; cross-claims; torts; losses; costs; damages or suits, known or unknown, which are related to, results from, or arises out of the Disputed Amount ("**Released Claims**"). This includes, but is not limited to, claims for liquidated damages, penalties, attorneys' fees, costs, interest and expenses. Neither the Released Claims nor any of the terms of this Agreement pertains to the Deferred Amount.

Notwithstanding the foregoing and notwithstanding any term or provision to the contrary in this Agreement, the Class Members do not release or waive any claims that may not be released or waived unless otherwise allowed by state and/or federal law.

3. Non-Admission of Liability.

In entering into this Agreement, Eagle Brook does not admit, and specifically denies, that it has violated any federal, state, or local law; violated any rules, regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful, improper or wrongful conduct with respect to the Class or otherwise. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Eagle Brook of any such violations or failures to comply with any applicable laws. Except as necessary in a proceeding to enforce the terms of

this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Eagle Brook.

4. Settlement Fund.

The Settlement Fund shall be comprised of the funds that will be available for distribution to the Named Plaintiffs and Class Members, as well as attorneys' fees and costs, incentive payments and settlement administration costs, and taxes and tax expenses, in accordance with this Agreement. Settlement Payments made out of the Settlement Fund are on a claims-made basis. The Settlement Fund shall consist of the following funds:

- The Settlement Amount, defined herein as 70% of the Disputed Amount for each of approximately 140 Class Members who executed a Conversion Agreement, equaling a total of \$703,815;
- The Class Representative Incentive Awards, totaling \$1,500;
- The estimated Claims Administration costs to be borne by Eagle Brook, totaling \$5,000; and
- An additional amount of \$15,000 to account for potential cost estimate overruns.

The Settlement Fund shall therefore consist of a total amount of \$725,315.

The Settlement Fund shall be allocated as follows, subject to Court approval: (i) \$505,265.87 shall be available for Settlement Payments to the Class Members who submit timely and valid Claim Forms, and shall be distributed to those who validly and timely claim into this settlement in the specific amounts

set forth in Paragraphs VII.9(a); (ii) \$1,500) shall be payable to Named Plaintiffs in the amounts of \$750 each as a Class Representative Incentive Award; (iii) up to a maximum of 27.5 % of the Settlement Amount, equaling \$193,549.13, shall be payable to Class Counsel for the Fee Award and Costs; and (iv) approximately \$10,000.00 shall be payable to the Claims Administrator for Claims Administration costs. All Claims Administration costs, including costs of notice and claims administration, shall be split equally, with 50% payable by the Class, and 50% payable by Eagle Brook to the Claim Administrator directly from the Settlement Fund.

Eagle Brook shall fund the Settlement Fund by depositing \$725,315 into the Escrow Account as specified above within thirty (30) days following the Preliminary Approval Order.

5. Reverter of Remaining Net Settlement Fund to Eagle Brook.

Any monies remaining in the Net Settlement Fund following the expiration of the Claims Deadline and disbursement of all Settlement Payments for Approved Claims shall revert back to Eagle Brook. No more than seven (7) days following the Claims Deadline, the Claims Administrator shall inform the Parties of the amounts subject to such reverter. The Claims Administrator shall disburse all such reverted funds to Defendant CF Eagle Brook ARCIS LLC within fourteen (14) days of so informing the Parties.

6. No Representation or Liability Regarding Tax Treatment.

Eagle Brook makes no representation regarding the appropriate tax treatment of the monies held in the Escrow Account, income earned on the

monies held in the Escrow Account, or any distribution from the Escrow Account. No Released Party nor its counsel shall have any liability or responsibility for such taxes or tax Expenses. Eagle Brook shall have no responsibility to make any filings relating to the monies held in the Escrow Account and will have no responsibility to pay tax on any income earned by the monies held in the Escrow Account or to pay any Taxes on the monies held in the Escrow Account unless the Agreement is not consummated or a Final Approval Order is not issued and the full amount of all monies held in the Escrow Account, including all income earned by the monies held in the Escrow Account, is returned to Eagle Brook. Any taxes and tax Expenses shall be treated as, and considered to be, a cost of administration of the Escrow Account and shall be timely paid or reimbursed out of the Escrow Account without prior order from the Court. The Escrow Agent shall reimburse Eagle Brook out of the Escrow Account for any taxes and tax expenses to which Eagle Brooks are subject. The Escrow Agent shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to any Class Member any funds reasonably necessary to carry out the provisions of pertinent subsections in this Agreement.

In no event shall Eagle Brook or any Released Party have any responsibility, financial obligation, or liability whatsoever with respect to the allocation, investment, distribution, or administration of the Escrow Account, including but not limited to, the costs and expenses of such distribution and administration.

7. Claims Administration Costs.

All costs related to the Claims Administrator's duties shall be split equally with 50% payable by the Class, on a pro rata basis, and 50% payable by Eagle Brook to the Claims Administrator directly from the Settlement Fund.

8. Timeline of Settlement Events.

The Parties contemplate the following timeline for settlement-related events. The date the Court enters a Preliminary Approval Order is the base timeline for all actions. To the extent any of the dates set forth herein falls on a weekend or a Court holiday, such date shall be extended to the next business day.

- The Named Plaintiffs will file a joint motion for preliminary approval of this Agreement on or before July 10, 2025.
- Within fourteen (14) days of the Preliminary Approval Order, Eagle Brook shall provide the Claims Administrator with Class Members' information for the Contact List as set forth in Paragraph VII.11(b) herein.
- No later than ninety (90) days after receiving the above stated information from Eagle Brook, the Claims Administrator will send the Notice Packets (as defined in Paragraph VII.13(d), below) in accordance with this Agreement.
- By the Claims Deadline, defined as ninety (90) days from the Notice Date, all Claim Forms from Class Members who wish to participate

in the settlement must be either (1) postmarked and mailed, or (b) emailed, to the Claims Administrator.

- By the Objection Deadline, defined as sixty (60) days from the Notice Date, all objections from Class Members who wish to object to the settlement must be filed with the Clerk of the Court, and copies must be postmarked and mailed to the Claims Administrator, and to counsel for the Parties.
- By the Opt-Out Deadline, defined as sixty (60) days from the Notice Date, all Requests for Exclusion Forms from Class Members who wish to be excluded from the Settlement must be postmarked and mailed to the Claims Administrator and Class Counsel.
- Each Class Member will be bound by this Agreement, as approved by the Court, unless said Class Member, within sixty (60) days of the Notice Date, submits a Request for Exclusion Form with the Claims Administrator and Class Counsel.
- Within seven (7) days after the Claims Deadline, the Claims Administrator shall provide the Parties with a list of the names and addresses of all Class Members who submitted an Approved Claim as well as a PDF copy of each Claim Form received by the Claims Administrator. Also within seven (7) days after the Claims Deadline, the Claims Administrator shall provide the Parties with a list of the names of all Class Members who have submitted timely and valid objections or Request for Exclusion Forms.

- Within twenty-one (21) days after the Claim Deadline, Named Plaintiff shall file his motion for entry of a Final Approval Order.
- Within twenty-one (21) days of the Effective Date, as defined in Paragraph VII.1, the Claims Administrator shall (i) mail checks for all Settlement Payments to Class Members who submitted an Approved Claim, (ii) deliver to Class Counsel's office separate checks to satisfy each of the Fee Award, the Class Representative Incentive Awards, and the Settlement Payments to Named Plaintiffs.
- Within twenty-eight (28) calendar days of the Effective Date, the Parties shall submit a proposed order dismissing this Action in its entirety with prejudice.

9. Operation of Settlement Fund and Amounts of Settlement Payments to Class Members.

(a) The Claims Administrator will calculate the Settlement Payments to be paid to Class Members for Approved Claim from the Net Settlement Fund in accordance with the terms and provisions of this Agreement, and as set forth below.

The total amount of money available to be paid for each Approved Claim under the settlement is:

- seventy percent (70%) of the Amount Previously Paid as stated the Conversion Agreement executed by each Class Member;
- minus 27.5% of each Class Member's total Amount Previously Paid, representing the pro rata share of the total Fee Award;

- minus each Class Members' pro rata share of the 50% of Administrative Expenses to be borne by the Class, estimated to be approximately .5% of the total Administrative Expenses. This pro rata share shall be calculated as: (70% of the Class Member's Amount Previously Paid) / (70% of the total sum of Amounts Previously Paid for all Class Members).

(b) All Settlement Payment checks shall be printed with a notice stating that checks not cashed within 150 days of the issuance date shall become invalid, or words to that effect. Those checks and the corresponding funds that are not cashed within 150 days of the issuance date shall be handled in accordance with Paragraph VII.14.

10. Fee Award; Incentive Awards.

(a) Class Counsel shall seek attorney's fees and costs not to exceed 27.5% of the Settlement Amount. Based on information reasonably available to the Parties, this is estimated to be \$193,549.13. Subject to all the terms and conditions of this Agreement being met, Eagle Brook will not object to a request by Class Counsel for Court approval of such a Fee Award from the Settlement Fund in this amount, so long as it is consistent with the provisions of this Agreement.

(b) In the event that the Court does not approve the Fee Award provided this Agreement shall remain fully enforceable and Class Counsel shall receive only those attorneys' fees and costs as approved by the Court. In the event there is any reduction in attorney's fees or costs available through the Fee Award, the

lesser amount/percentage shall be used to subtract from 70% of the Disputed Amount thus increasing the amount of the Settlement Payment payable to the Class Members. The fees and costs award approved by the Court shall be paid by the Claims Administrator to Class Counsel from the Settlement Fund on the timetable provided in Paragraph VII.8.

(c) The payment of the Fee Award to Class Counsel shall constitute full satisfaction of the obligation to pay any amounts to any person, attorney or law firm for attorney's fees, expenses or costs in the Action incurred by any attorney on behalf the Class Members who do not submit a Request for Exclusion Form, and shall relieve Eagle Brook, the Settlement Fund, and Eagle Brook's Counsel of any other claims or liability to any other attorney or law firm for any attorney's fees, expenses or costs to which any of them may claim to be entitled which arise out of the Complaint and Amended Complaint in this Action. In exchange for such payment, Class Counsel will remise, release and forever discharge any attorney's lien on the Settlement Fund.

(d) Class Counsel may apply for a Class Representative Incentive Award in an amount not to exceed Seven Hundred-Fifty Dollars (\$750) for each Class Representative, for their aid and assistance in prosecuting this Action. Eagle Brook agrees not to oppose such application, so long as it is consistent with the provisions of this Agreement. The Class Representative Incentive Award is separate and apart from, and in addition to, any Settlement Payment for which the Class Representatives qualify as Class Members.

(e) In the event that the Court does not approve the Class Representative Incentive Award set forth herein, this Agreement shall remain fully enforceable and Class Representatives shall receive only the amount of the Class Representative Incentive Award approved by the Court.

11. Responsibilities of Eagle Brook.

Eagle Brook shall:

- a) Perform all duties as stated in this Agreement.
- b) Provide the Claims Administrator with the following information for each Class Members for the purpose of creating a Contact List, as identified through a reasonably diligent search of Eagle Brook's records, including but not limited to review of the information contained in Class Members' applications for membership at Eagle Brook Country Club: name; last known mailing address; date of birth; driver's license state and number; last known telephone number; and last known email address. Additionally, upon request by the Claims Administrator, Eagle Brook shall provide any Class Member's Social Security number to assist the Claims Administrator in providing Notice to Class Members, where use of that Class Member's Social Security is reasonably necessary to identifying current contact information so as to provide Notice. The Claims Administrator and the Parties shall agree to keep any and all Class Members' Social Security numbers strictly confidential. Additionally, if the Claims Administrator advises that a Class Member is deceased, Eagle Brook will provide the Claims Administrator with that Class Member's spouse's and/or

children's identifying information to the extent such information is contained in Eagle Brook's records.

c) Warrant that for each Class Member it has located a signed Conversion Agreement in its files signed by the Member.

12. Procedure for Objecting to or Requesting Exclusion from Class.

a) Procedure for Objecting. The Notice sent to Class Members shall provide that an objection to the Settlement must be submitted by mail with a written statement objecting to the settlement to the Clerk of the Court, with copies mailed to the Claims Administrator and counsel for the Parties. Such written statement must be postmarked by the Objection Deadline, defined herein as no later than sixty (60) days after the Notice Date. The date of the postmark on the mailing envelope shall be the exclusive means used to determine whether an objection to the Settlement has been timely submitted. Class Members who fail to submit timely written objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the settlement or to any aspect of this Agreement.

b) Procedure for Requesting Exclusion. The Notice sent to Class Members shall provide that Class Members who wish to exclude themselves from the settlement must submit Request for Exclusion Form postmarked or emailed on or before the Opt-Out Deadline. Any Request for Exclusion Form must be returned by mail or by email to Class Counsel and the Claims Administrator at a specified address. The date of the postmark on the return mailing envelope, or

the date of the Class Member's email attaching a Request for Exclusion Form, shall be the exclusive means used to determine whether a Request for Exclusion Form has been timely submitted. Any Class Member who submits a valid Request for Exclusion Form will not be entitled to any recovery under the Agreement and will not be bound by the Agreement or have any right to object, appeal or comment thereon.

c) No later than seven (7) days after the Objection Deadline and the Opt-Out Deadline, the Claims Administrator shall furnish to the Parties' counsel a complete list of all Class Members who have timely objected to or requested exclusion from the settlement.

13. Notice/Approval of Settlement and Implementation of Settlement.

The Parties agree to the following procedures for obtaining court approval of the Agreement, providing notice to Class Members, and mailing the Settlement Payments to Class Members for Approved Claims:

a) Preliminary Approval Hearing. Plaintiffs shall file a joint motion for a Preliminary Approval Order on or before July 10, 2025. In conjunction with such motion for preliminary approval, Plaintiffs shall submit this Agreement and its attachments for review by the Court.

b) Final Approval Hearing. Plaintiffs shall move for a Final Approval Order within fourteen (14) days after the Claims Deadline.

c) Settlement Administration. The Claims Administrator, with the assistance of the Parties, shall administer the Settlement on the timetable stated in Paragraph VII.8 of this Agreement, and shall complete such other tasks

as set forth in this Agreement and as the Parties mutually agree or the Court orders to be performed in the administration of the Settlement. The Claims Administrator shall provide the Parties with weekly or bi-weekly reports regarding the Settlement Administration process, including providing the following information: the number of Class Members who have submitted valid and timely Claim Forms; the number of Class Members who have submitted valid and timely Requests for Exclusion Forms; the number of Class Members who have objected to the Agreement; and the identities of any Class Members for whom Notice has been returned as undeliverable. Prior to the Final Approval Hearing, the Claims Administrator shall provide all Parties with PDF copies of all submitted Claim Forms.

d) On the timetable in Paragraph VII.8, the Claims Administrator shall send a copy of (i) the Notice attached hereto as Exhibit 1 (ii) the Claim Form attached hereto as Exhibit 2; (iii) a return envelope addressed to the Claims Administrator (collectively, a "Notice Packet"), to each Class Member via First Class regular U.S. mail and by email where an email address for the Class Member is known. Prior to the mailing, the Claims Administrator shall run the Class Members' last known addresses through the U.S. Postal Service's National Change of Address database and mail the Notice Packet using the most current mailing address information derived therefrom. If a Notice Packet is returned undeliverable, the Claims Administrator shall conduct additional address research as it deems necessary, including but not limited to the CLEAR database. Upon finding a new address, the Claims Administrator shall resend

the Notice Packet. Additionally, the Claims Administrator will promptly advise Class Counsel and Eagle Brook's Counsel of any Notice Packets returned and undeliverable.

e) Pursuant to the Claims Deadline, as defined herein, Class Members will have ninety (90) days from the Notice Date to sign and return (i.e., postmark and mail or email) their Claim Form to the Claims Administrator. Each Claim Form must be signed by the Class Member. The Claims Administrator shall agree to keep this information confidential, and to use it only for the purpose of administering the settlement. Named Plaintiffs are not required to submit a Claim Form to receive their Settlement Payment and their Class Representative Incentive Awards.

f) The Claims Administrator shall mail all Settlement Payments to the Class Members in accordance with the timeframe specified in paragraph VII.8 above.

14. Undistributed Settlement Awards and Uncashed Checks.

a) The Claims Administrator will deliver the checks for Settlement Payments as specified above and will forward any returned checks to any forwarding address, if available.

b) If the Claims Administrator is unable to deliver a settlement check to a Class Member for an Approved Claim, the Claims Administrator shall advise the Parties. If a check remains undeliverable or uncashed within one hundred-fifty (150) calendar days after it is mailed, then the Claims Administrator shall cancel the undeliverable or uncashed checks and the

amount of such checks shall escheat to the State of Illinois or the appropriate state authorities if outside of Illinois as unclaimed property of the Class Member.

15. Nullification of Agreement.

In the event: (i) the Court does not approve the Agreement as provided herein, except as to the approval of Class Counsel's attorneys' fees and costs; (ii) the Court does not enter a Final Approval Order as substantially provided herein; or (iii) the Agreement does not become final for any other reason, then this Agreement shall be null and void, and the Parties agree to take any and all necessary steps to have any order approving the Agreement withdrawn. In such a case, the Parties and any funds to be awarded under this Agreement shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Agreement, and the Parties shall proceed in all respects as if this Agreement had not been executed, except that any fees already incurred in the administration of the settlement by the Claims Administrator shall be borne equally by the Parties.

16. Exhibits and Headings.

Any Exhibits to this Agreement are an integral part of the Settlement. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

17. Interim Stay of Proceedings.

The Parties agree to hold all proceedings in the Action, except such proceedings necessary to implement and complete this Agreement, in abeyance pending the Final Approval Hearing to be conducted by the Court. In this regard,

the Parties stipulate that until the Agreement is either approved fully or nullified under the circumstances set forth above, neither Party need serve or respond to discovery, or file responsive pleadings or motions.

18. Amendment or Modification.

This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors in interest.

19. Entire Agreement.

This Agreement and any attached Exhibits constitute the entire agreement among these Parties, and no oral or written representations, warranties or inducements have been made to any Party concerning this Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in such documents.

20. Authorization to Enter into Agreement.

Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to

effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

21. Binding on Successors and Assigns.

This Agreement shall be binding upon, and inure to the benefit of, the successors, assigns, executors, administrators, heirs and legal representatives of the Parties hereto.

22. Illinois Law Governs.

All terms of this Agreement and the Exhibits hereto shall be governed by and interpreted according to the laws of the State of Illinois.

23. Counterparts.

This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement shall exchange among themselves original signed counterparts.

24. This Settlement is Fair, Adequate and Reasonable.

The Parties warrant and represent they have read this Agreement and that they believe this Agreement provides a fair, adequate, and reasonable settlement of this Action and have arrived at this Agreement through arms' length negotiations, taking into account all relevant factors, present and potential. This Agreement was agreed upon after extensive negotiations.

25. Jurisdiction of the Court.

The Court shall retain jurisdiction with respect to the interpretation, implementation and enforcement of the terms of this Agreement and all orders

and judgments entered in connection therewith, and the parties and their counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

26. Cooperating and Drafting.

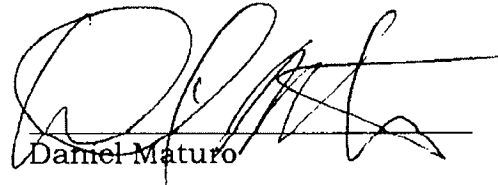
Each of the Parties and their respective counsel has cooperated in the drafting and preparation of this Agreement. Therefore, in any construction of the terms of this Agreement, the terms shall not be construed against any of the Parties.

27. Invalidity of Any Provision.

The Parties to this Agreement agree that each and every provision of this Agreement shall be deemed to be contractual and that they shall not be treated as mere recitals at any time or for any purpose. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

Dated: 7/9, 2025

DANIEL MATURO



Daniel Maturo

Dated: _____, 2025

MICHAEL WHITE

Michael White

Dated: _____, 2025

MEYERS & FLOWERS

Mathew J. Herman
Named Plaintiffs' Attorney /
Class Counsel

Dated: _____, 2025

CF EAGLE BROOK ARCIS LLC

Scott Siddons
General Counsel

Dated: _____, 2025

FOLEY & LARDNER LLP

James D. Dasso
Eagle Brook's Attorney

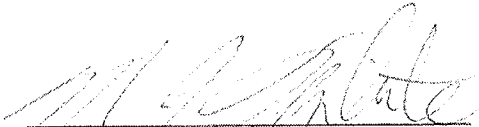
Dated: _____, 2025

DANIEL MATURO

Daniel Maturo

Dated: 07/09/2025, 2025

MICHAEL WHITE



Michael White

Dated: _____, 2025

MEYERS & FLOWERS

Mathew J. Herman
Named Plaintiffs' Attorney /
Class Counsel

Dated: _____, 2025

CF EAGLE BROOK ARCIS LLC

Scott Siddons
General Counsel

Dated: _____, 2025

FOLEY & LARDNER LLP

James D. Dasso
Eagle Brook's Attorney

Dated: _____, 2025

DANIEL MATURO

Daniel Maturo

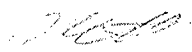
Dated: _____, 2025

MICHAEL WHITE

Michael White

Dated: _____, 2025

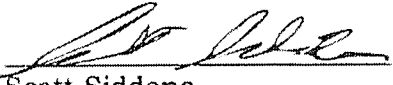
MEYERS & FLOWERS



Mathew J. Herman
Named Plaintiffs' Attorney /
Class Counsel

Dated: July 9, 2025

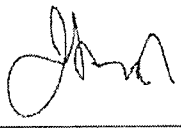
CF EAGLE BROOK ARCIS LLC



Scott Siddons
~~General Counsel~~

Dated: July 10, 2025

FOLEY & LARDNER LLP



James D. Dasso
Eagle Brook's Attorney