

## **SETTLEMENT AGREEMENT**

This Settlement Agreement (Agreement) is made this 7<sup>th</sup> day of December, 2023, between the California State Controller's Office (SCO); Malia M. Cohen, in her official capacity as California State Controller; and the California Department of Justice (the DOJ) on behalf of the People of the State of California (these parties collectively Plaintiffs), and ClubCorp Holdings, Inc., a Delaware corporation, and each of its affiliates and successors in interest (ClubCorp). Plaintiffs and ClubCorp are referred to collectively in this Agreement as the Parties.

### **DEFINITIONS**

**Aggregate Amount of Deposits Paid by the TPA to California Addressees** – The total amount of deposits on the Subledger reunited with California Addressees by the TPA during the Restitution Period.

**Annual Installment Payment of Settlement Amount** – Annual payments of the Settlement Amount following the Initial Payment of the Settlement Amount.

**Annual Installment Payment of UPL Settlement Amount** – Annual payments of the UPL Settlement Amount following the Initial Payment of the UPL Settlement Amount.

**California Addressees** – The thirty-three thousand, four hundred ninety-five (33,495) ClubCorp depositors with a last-known address located within the State of California who, as reflected on the Subledger, paid ClubCorp deposits that, if owed, would have matured through June 30, 2023, such that they could become dormant as defined by the UPL through June 30, 2026.

**California Consumers** – California Addressees (irrespective of the location of the club to which they belonged) plus depositors with last-known addresses located outside of the State of California who belonged to ClubCorp clubs located in California and who, as reflected on the Subledger, paid ClubCorp deposits that, if owed, would have matured through June 30, 2023.

**ClubCorp Audit** – An internal review of files conducted by ClubCorp to determine the amount owed to each California Consumer.

**Deposits by non-California Depositors** – One million, two hundred fifty-six thousand, four hundred forty-four dollars and three cents (\$1,256,444.03) in Membership Initiation Deposits ClubCorp received, as per the Subledger, from one thousand twenty-one (1,021) non-California Addressees who were California Consumers that matured on or before June 30, 2023.

**Deposits Paid by the TPA** – Amounts paid by the TPA to California Consumers in satisfaction of the amounts reflected on the Subledger for initiation deposits paid to ClubCorp that, if owed, would have matured through June 30, 2023, such that they could become dormant as defined by the UPL through June 30, 2026.

**DOJ** – The California Department of Justice.

**DOJ Action** – *People of the State of California v. ClubCorp, et al.*, San Francisco Superior Court, Case No. CGC-19-576620.

**False Claims Act** – The California False Claims Act, California Government Code sections 12650 et seq.

**Final TPA Schedule** – The TPA Schedule sent to the Parties at the conclusion of the Restitution Period and after the Parties meet and confer and resolve any issues identified by any party.

**Initial Payment of the Settlement Amount** – Payment due within five (5) business days of the execution of the Agreement.

**Initial Payment of the UPL Settlement Amount** – Payment due one hundred twenty (120) days after the Final TPA Schedule is transmitted to the Parties.

**Maturity Date** – The date on which Membership Initiation Deposits could have become payable and distributable if owed. For purposes of this Agreement, this date is calculated as thirty years from the transaction date as recorded on the Subledger.

**Membership Initiation Deposits (or deposits)** – Money paid to ClubCorp by California Consumers as reflected on the Subledger, which could have become due and payable to the depositor on their Maturity Date.

**Restitution Account** – Interest-bearing account established by ClubCorp to which the TPA has access and appropriate permissions for the sole purpose of performing its obligations on behalf of the Parties concerning restitution.

**Restitution Amount** – The restitution payable to all California Consumers, as set forth in Exhibit A, attached to the Confidential Agreement to Protect California Consumers’ Privacy Rights and Other Ancillary Terms executed in conjunction with this Agreement.

**Restitution Deposit** – An amount equal to seventeen and one-half percent (17.5%) of the UPL Deposits.

**Restitution Period** – The period that begins with the engagement of the TPA and concludes with the issuance of the Final TPA Schedule.

**SCO** – The Controller of the State of California.

**SCO Action** – *Malia M. Cohen, Controller of the State of California v. ClubCorp Holdings, Inc., et al., and related Cross-Complaint*, San Francisco Superior Court, Case No. CGC-19-576314.

**SCO Audit** – Examination of ClubCorp by the SCO concerning the UPL.

**Settlement Amount** – The amount to be paid by ClubCorp to Plaintiffs is thirty-one million, two hundred fifty thousand dollars (\$31,250,000).

**Subledger** – Membership Initiation Deposit information generated from ClubCorp’s general ledger which reflects deposits received from California Consumers including (1) deposits received from California Addressees which could have matured on or before June 30, 2023, and could have become dormant and reportable as unclaimed property under the UPL by June 30, 2026 (the UPL Deposits); and (2) deposits received from depositors to California clubs regardless of their last-known address that could have matured on or before June 30, 2023. The Subledger information will be included in Exhibit A to the Confidential Agreement to Protect California Consumers’ Privacy Rights and Other Ancillary Terms executed in conjunction with this Agreement.

**TPA** – Third-party administrator selected by the DOJ and engaged and paid for by ClubCorp from the Restitution Account to facilitate restitution payments.

**TPA Schedule** – Schedule transmitted by TPA to the Parties separating the list of California Addressees from the list of non-California Addressees along with the following fields of data: name, address, date of contact, method of contact, Membership Initiation Deposit amount as reflected in the Subledger, applicable Restitution Amount (interest payment) as reflected in the Subledger, the date of the deposit transaction as reflected in the Subledger, and if applicable, the date of payment, check number or wire confirmation, amount of payment, breakdown of payment between applicable amounts of the Restitution Amount and refund of the Membership Initiation Deposit, and date such payment cleared.

**Unfair Competition Law** – The California Unfair Competition Law, California Business and Professions Code sections 17200 *et seq.*

**UPL** – The California Unclaimed Property Law, California Code of Civil Procedure sections 1300 *et seq.*

**UPL Deposits** – Forty-one million, nine hundred three thousand, eight hundred seventeen dollars and twenty-eight cents (\$41,903,817.28) in Membership Initiation Deposits ClubCorp received, as per the Subledger, from thirty-three thousand, four hundred ninety-five (33,495) California Addressees that matured on or before June 30, 2023, and that could have become dormant and reportable as unclaimed property under the UPL by June 30, 2026.

**UPL Settlement Amount** – Seventeen and one-half percent (17.5%) of UPL Settlement Basis.

**UPL Settlement Basis** – Forty one million, nine hundred three thousand, eight hundred seventeen dollars and twenty-eight cents (\$41,903,817.28) minus Aggregate Amount of Deposits Paid by the TPA to California Addressees.

## **RECITALS**

A. This Agreement will:

- End years of litigation;

- Treat ClubCorp’s Membership Initiation Deposits as unclaimed property;
- Ensure that ClubCorp will engage in pro-consumer efforts to fulfill all of its obligations to depositors;
- Provide pro-consumer restitution to California Consumers;
- Allow the SCO to publicize all dormant deposits (covered by this Agreement) paid by California Addressees, so as to maximize the chances of reunification; and
- Create a mechanism so that California Consumers can receive deposit refunds.

B. ClubCorp collected Membership Initiation Deposits from some members of its clubs, including residents and consumers in California, upon commencement of membership.

C. As a matter of practice, ClubCorp recorded such deposits upon receipt from the member to specific general ledger accounts on ClubCorp’s financial records, which have been compiled into a Membership Initiation Deposit subledger (the Subledger).

D. The Subledger reflects deposits received from California Consumers.

E. The Subledger reflects (1) deposits received from California Addressees which could have matured on or before June 30, 2023, and could have become dormant and reportable as unclaimed property under the UPL by June 30, 2026 (the UPL Deposits); and (2) deposits received from depositors to California clubs regardless of their last-known address that could have matured on or before June 30, 2023.

F. ClubCorp did not refund all deposits received on behalf of California Consumers upon expiration of the Maturity Date, nor did it provide notice to California Consumers whose deposit may have been eligible for refund.

G. The DOJ commenced the DOJ Action, asserting claims under the False Claims Act and the Unfair Competition Law related to the deposits.

H. The SCO commenced the SCO Action, seeking to enforce the SCO’s right to conduct an examination and to determine whether ClubCorp is a holder of intangible personal property, specifically the Membership Initiation Deposits, subject to escheat under the UPL, and for an injunction requiring ClubCorp to remit property subject to the UPL to the SCO.

I. ClubCorp filed a cross-complaint in the SCO Action, alleging causes of action for violations of the California Administrative Procedure Act, mandate, *ultra vires* actions, violations of due-process rights, and declaratory relief.

J. ClubCorp denied the allegations in the DOJ Action and the SCO Action; the SCO denied the allegations in ClubCorp's cross-complaint.

K. The SCO and ClubCorp agreed to stay the SCO Action and entered into a Stipulation permitting the SCO to commence its examination (the SCO Audit).

L. ClubCorp cooperated with the SCO Audit and discovery conducted by the DOJ, including but not limited to providing all available membership files for California Consumers.

M. ClubCorp conducted its own review of thousands of membership files to determine the amount due to each California Consumer (the ClubCorp Audit) and shared the results with Plaintiffs.

N. Plaintiffs contend and allege in the DOJ and SCO Actions that ClubCorp has violated the UPL, the Unfair Competition Law, and the False Claims Act; ClubCorp disputes Plaintiffs' contentions that any amounts reflected in the Subledger are reportable under the UPL and that it has violated the Unfair Competition Law and the False Claims Act.

O. Plaintiffs bear the burden of proof to establish that there are deposits reportable to California under the UPL, the Unfair Competition Law, and the False Claims Act, as well as the remittable amount for each California Addressee.

P. The Parties agree that there is a bona fide dispute as to ClubCorp's liability.

Q. This Agreement is not a concession by Plaintiffs that their claims and defenses are not well-founded, nor is this Agreement an admission of liability by ClubCorp.

R. The Parties have an interest in efficiently resolving the above-referenced actions for the benefit of California Consumers.

THEREFORE, to avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, and in consideration of the mutual promises and obligations of this Agreement, the Parties agree and covenant as follows:

## **AGREEMENT AND RELEASE**

### **Consumer Restitution**

1. Restitution shall be paid to all California Consumers, as set forth in Exhibit A, attached to the Confidential Agreement to Protect California Consumers' Privacy Rights and Other Ancillary Terms executed in conjunction with this Agreement. Restitution shall include the amount of the Membership Initiation Deposit per the Subledger plus ten percent (10%) annual interest from the date of maturity of the Membership Initiation Deposit. California Consumers will have the option to decline payment of the annual interest and instead choose to receive only their Membership Initiation Deposit.

2. The DOJ will have the sole discretion to identify, define the scope of work for, and oversee the TPA, as set out in the Confidential Agreement to Protect California Consumers' Privacy Rights and Other Ancillary Terms executed in conjunction with this Agreement.

3. The procedures to be followed by the TPA shall, at minimum, meet the requirements of California Code of Civil Procedure section 1520 related to notice to apparent owners of unclaimed property. Therefore, execution of this Agreement, which requires ClubCorp to engage the TPA, will be deemed to satisfy ClubCorp's notice obligations under the UPL applicable to the Membership Initiation Deposits, irrespective of any error, failure, or omission by the TPA, whether intentional or unintentional.

4. The Restitution Fund:

(a) Within thirty days from execution of the Agreement, ClubCorp will establish an interest-bearing account (Restitution Account) to which the TPA has access and appropriate permissions for the sole purpose of performing its obligations on behalf of the Parties concerning restitution, and ClubCorp will deposit seven million, three hundred thirty-three thousand, one hundred sixty-eight dollars and one cent (\$7,333,168.01).

(b) The TPA must commence outreach to California Consumers no later than thirty days after ClubCorp deposits the Restitution Deposit. One hundred eighty (180) days after it has commenced such outreach, the TPA shall end outreach to California Consumers, and ClubCorp

shall no longer be responsible to pay restitution to California Consumers. If a California Consumer contacts ClubCorp for payment of a Membership Initiation Deposit during the period the TPA is engaged in consumer outreach, ClubCorp shall refer that depositor to the TPA.

(c) The TPA shall notify ClubCorp any time the Restitution Account has been depleted to five hundred thousand dollars (\$500,000). Within five (5) business days from any such notification, ClubCorp agrees to deposit one million dollars (\$1,000,000) into the Restitution Account.

(d) Within ninety (90) days of the TPA ending outreach to California Consumers ClubCorp will receive full access to the funds remaining in the Restitution Account.

5. Within ninety (90) days after ending outreach to California Consumers, the TPA shall be responsible for providing a schedule to the Parties, setting forth the disposition and reconciliation of the deposited funds (the TPA Schedule). The TPA Schedule shall identify:

- (a) The aggregate amount of Deposits Paid by the TPA to California Addressees.
- (b) The aggregate number of California Addressees to whom deposits were paid.
- (c) The aggregate amount of deposits paid to non-California Depositors.
- (d) The aggregate number of non-California Depositors to whom deposits were paid.

The TPA Schedule shall also include an edited version of Exhibit A with the following data: name, address, date of contact, method of contact, Membership Initiation Deposit amount as reflected in the Subledger, applicable Restitution Amount (interest payment) as reflected in the Subledger, the date of the deposit transaction as reflected in the Subledger, and if applicable, the date of payment, check number or wire confirmation, amount of payment, breakdown of payment between applicable amounts of Membership Initiation Deposit and Restitution Amount (interest payment), and the date such payment cleared.

6. The Parties shall have ninety (90) days to audit the TPA Schedule and meet and confer on any issues identified by the Parties as to the accuracy of the TPA Schedule. Following the meet and confer, the TPA Schedule becomes the Final TPA Schedule.

7. The SCO may rely on the Final TPA Schedule to post property on its website.



8. If a California Consumer contacts the DOJ, ClubCorp, or the SCO for payment of a Membership Initiation Deposit before the Final TPA Schedule is transmitted to the Parties, the DOJ, ClubCorp, or the SCO shall refer that depositor to the TPA.

9. If a California Addressee contacts the DOJ, ClubCorp, or the TPA for payment of a Membership Initiation Deposit after the Final TPA Schedule is transmitted to the Parties concerning a deposit that is or has become dormant, the DOJ, ClubCorp, or the TPA shall refer that California Addressee to the SCO. If a California Consumer contacts the DOJ, the SCO, or the TPA for payment of a Membership Initiation Deposit after the Final TPA Schedule is transmitted to the Parties concerning a deposit that is mature but not dormant, the DOJ, the SCO, or the TPA shall refer that California Consumer to ClubCorp.

10. If ClubCorp restores a Membership Initiation Deposit to a California Addressee after the Final TPA Schedule is transmitted to the Parties, ClubCorp will advise the SCO and DOJ of that restoration, and that amount will be credited to and deducted from the UPL Settlement Amount, and the name of the depositor shall be removed from the SCO publication of unclaimed property.

### **UPL Settlement**

11. In full and final settlement of ClubCorp's liability related to all of Plaintiffs' claims under the UPL for all report years through and including 2026, ClubCorp agrees to pay to the SCO the UPL Settlement Amount. Plaintiffs expressly agree to waive all interest and penalties under the UPL. The UPL Settlement Amount shall be paid to the SCO in eight equal payments plus interest as set forth in the Confidential Agreement to Protect California Consumers' Privacy Rights and Other Ancillary Terms executed in conjunction with this Agreement. The first payment shall be due one hundred twenty (120) days after the Final TPA Schedule is transmitted to the Parties. Thereafter, ClubCorp shall pay the subsequent seven installments annually on the anniversary of the Initial Payment of the UPL Settlement Amount (Annual Installment Payments of UPL Settlement Amount). As to ClubCorp, such procedures

will be deemed to have been followed in accordance with the UPL sufficient for the application of California Code of Civil Procedure section 1561.

12. Payment to the SCO of the Initial Payment of the UPL Settlement Amount and subsequent Annual Installment Payments of the UPL Settlement Amount shall be made by electronic funds transfer (EFT) under California Code of Civil Procedure section 1532.

13. ClubCorp agrees to guarantee and secure the outstanding balance of the UPL Settlement Amount in accordance with the Confidential Agreement to Protect California Consumers' Privacy Rights and Other Ancillary Terms executed in conjunction with this Agreement.

14. To the extent Plaintiffs do not receive an Annual Installment Payment of the UPL Settlement Amount in full and in a timely manner, Plaintiffs shall provide notice to ClubCorp and a reasonable opportunity to cure the deficiency. To the extent ClubCorp cures the deficiency within fourteen (14) days of Plaintiffs' notice, it will be deemed to have met its obligations under this Agreement. Any delay in one installment payment will not impact the deadline for a future installment payment.

15. ClubCorp agrees to guarantee the deferred amount of the subject deposits (82.5%) as more fully set out in the Confidential Agreement to Protect California Consumers' Privacy Rights and Other Ancillary Terms executed in conjunction with this Agreement. The SCO shall notify ClubCorp in writing if the SCO has satisfied claims representing ninety-five percent (95%) of the portion of the UPL Settlement Amount received. If the claims presented to and reasonably verified by the SCO exceed the amount of the UPL Settlement Amount thus far received by the SCO, ClubCorp agrees that it shall satisfy any and all additional claims by paying to the SCO, within five (5) business days of such notice, additional amounts in increments of one million dollars (\$1,000,000).

16. Any payment made under Paragraph 15 would apply to and be offset against the next Annual Installment Payment of the UPL Settlement Amount (and any related interest or security amounts accordingly) that ClubCorp owes under Paragraph 11 above, such that

application of this Paragraph will, in effect, accelerate part of ClubCorp's next payment due, if any, before reverting to the originally anticipated schedule of payments. Under no circumstances will ClubCorp be liable under this Paragraph to pay any sum exceeding unpaid UPL Deposits.

17. ClubCorp may pre-pay any UPL Settlement Amount voluntarily, and the pre-payment will be applied against the next Annual Installment Payment of the UPL Settlement Amount due, to either reduce or eliminate that obligation. If the pre-payment is in excess of the next Annual Installment Payment of the UPL Settlement due, it will then be applied to the following Annual Installment Payment of the UPL Settlement Amount, and so on.

18. The SCO shall provide ClubCorp with an aggregate annual financial report to determine whether or not the excess payment guarantee will be triggered.

19. Beginning in 2027, ClubCorp agrees to report and remit unclaimed initiation deposits becoming mature on or after July 1, 2023, consistent with the UPL. ClubCorp agrees that for depositors whose deposits mature on or after July 1, 2023, it will provide notice to depositors as required under the UPL.

#### **Settlement Amount**

20. In full and final settlement of ClubCorp's potential liability related to Plaintiffs' claims, ClubCorp agrees to pay thirty one million, two hundred fifty thousand dollars (\$31,250,000) (Settlement Amount) in eight payments of three million, nine hundred six thousand, two hundred fifty dollars (\$3,906,250), plus interest as described in the Confidential Agreement to Protect California Consumers' Privacy Rights and Other Ancillary Terms executed in conjunction with this Agreement, in addition to the sums detailed in Paragraph 11 above.

21. ClubCorp will make its first payment within five (5) business days of the execution of the Settlement Agreement (Initial Payment of the Settlement Amount). Thereafter, ClubCorp shall pay the subsequent seven payments annually on the anniversary of the Initial Payment of the Settlement Amount (Annual Installment Payments of Settlement Amount).

22. The payments will be made via electronic funds transfer (EFT) as further specified in the Confidential Agreement to Protect California Consumers' Privacy Rights and Other Ancillary Terms executed in conjunction with this Agreement.

23. ClubCorp may pre-pay any Settlement Amount voluntarily, and any pre-payment will be applied against the next payment due, to either reduce or eliminate that obligation. If the pre-payment is in excess of the next payment due, it will then be applied to the following payment, and so on.

24. ClubCorp agrees to guarantee and secure the outstanding balance of the Settlement Amount in accordance with the Confidential Agreement to Protect California Consumers' Privacy Rights and Other Ancillary Terms executed in conjunction with this Agreement.

25. To the extent Plaintiffs do not receive any installment of the Settlement Amount timely and in full, Plaintiffs shall provide notice to ClubCorp and a reasonable opportunity to cure the deficiency. To the extent ClubCorp cures the deficiency within fourteen (14) days of Plaintiffs' notice, it will be deemed to have met its obligations under this Agreement. Any delay in one installment payment will not impact the deadline for a future installment payment.

### **Injunctive Relief**

26. In consideration for Plaintiffs' releases set forth in this Agreement, ClubCorp agrees to be enjoined from asserting that Membership Initiation Deposits that it received under substantially similar terms as those that are the subject of this Agreement, and which it holds as dormant on behalf of a depositor with a last-known address in California, are not subject to the UPL. As stated in Paragraph 19, beginning in 2027, to the extent that Membership Initiation Deposits held by ClubCorp upon dormancy become unclaimed property under Code of Civil Procedure section 1520, ClubCorp will submit Notice Reports (Form UFS-1) and Holder Notice and Remit Reports that comply with California law. ClubCorp further agrees to make good faith efforts to promptly refund Membership Initiation Deposits to current and former members or

their heirs as such deposits become mature, in addition to providing notice to such members as required under the UPL.

### **Release**

27. Upon payment of the final payments of the Settlement Amount and the UPL Settlement Amount, subject only to the continuing obligations set forth in Paragraphs 11 and 15 above and the security set forth in the Confidential Agreement to Protect California Consumers' Privacy Rights and Other Ancillary Terms executed in conjunction with this Agreement, Plaintiffs will release ClubCorp from all claims, demands, interest, penalties, actions, causes of action, complaints, lawsuits, obligations, demands and liabilities of any kind, whether known or unknown, suspected or unsuspected, arising under the UPL, the Unfair Competition Law, or the False Claims Act that Plaintiffs may have against ClubCorp relating to, or in connection with, the allegations in the DOJ Action or the SCO Action for all report years through and including report year 2023. The SCO further waives its right to further audit or examine the books and records of ClubCorp with respect to Membership Initiation Deposits that matured before June 30, 2023.

28. In consideration for the obligations set forth in this Agreement, ClubCorp fully releases and discharges the SCO, California State Controller Malia M. Cohen, and the State of California from any and all claims, wages, demands, rights, liens, agreements, contracts, covenants, actions, suits, causes of action, obligations, debts, costs, expenses, attorney's fees, damages, judgments, orders, and liabilities of whatever kind or nature in law, equity, or otherwise, whether now known or unknown, suspected or unsuspected, that it claims to have at any time owned or held against the SCO and the State of California, arising out of or related to the SCO Action and its cross-complaint.

29. The Parties shall file within ten business days of the execution of this Agreement a Stipulation for Entry of Partial Judgment and Permanent Injunction and Plaintiffs shall file voluntary dismissals with prejudice under Code of Civil Procedure section 581 in the DOJ Action and the SCO Action, including ClubCorp's cross-complaint. The Court shall retain

jurisdiction for the sole purpose of enforcing the terms of this Agreement, the Confidential Agreement to Protect California Consumers' Privacy Rights and Other Ancillary Terms executed in conjunction with this Agreement, and the Partial Judgment and Permanent Injunction described in Paragraph 26.

30. The Parties acknowledge the risk that subsequent to the execution of this Agreement, they may discover facts or may incur, suffer, or discover losses, damages, or injuries that are unknown and unanticipated at the time this Agreement is signed, which if known on the date of this Agreement, may have materially affected their decision to give the release contained in this Agreement. Despite this knowledge and understanding, the Parties assume the risk of such unknown and unanticipated facts and claims and waive any alleged right to set aside or rescind this Agreement and any and all rights under California Civil Code section 1542, which section has been duly explained to and is understood by the Parties and which reads as follows:

**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

31. Notwithstanding any term of this Agreement, the Parties expressly do not release any person or entity from, or renounce any action or remedy for, any of the following claims or liabilities:

(a) Any civil, criminal, or administrative liability arising under Title 26, U.S. Code (Internal Revenue Code), or California's Revenue and Taxation Code;

(b) Any criminal liability;

(c) Any liability to the State of California (or their agencies) for any conduct other than that covered by this Agreement.

### **General Provisions**

32. This Agreement and the Confidential Agreement to Protect California Consumers' Privacy Rights and Other Ancillary Terms executed in conjunction with this Agreement constitute and contain the entire agreement and understanding between the Parties and supersede all prior negotiations and all agreements proposed or otherwise, whether written or oral, express or implied, between the Parties, except as set forth in this Agreement and the Confidential Agreement to Protect California Consumers' Privacy Rights and Other Ancillary Terms executed in conjunction with this Agreement. This Agreement and the Confidential Agreement to Protect California Consumers' Privacy Rights and Other Ancillary Terms executed in conjunction with this Agreement may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement.

33. Each individual signing this Agreement warrants and represents that they have the right, power, and full authority to execute this Agreement on behalf of their respective parties. Each individual represents and warrants that they have given any and all notices, and obtained any and all consents, powers, and authorizations necessary to allow the individuals executing this Agreement to enter into this Agreement.

34. This Agreement shall be binding on the Parties and their respective officers, agents, administrators, successors, assignees, heirs, executors, trustees, attorneys, consultants, and any committee or arrangement of creditors organized with respect to the affairs of any such party.

35. No supplement, modification, or amendment to this Agreement shall be binding unless executed in writing by all the Parties. No waiver of any provision of this Agreement shall be binding unless executed in writing by the party making the waiver. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

36. The consideration recited in this Agreement is the only consideration for this Agreement, and no representations, promises, or inducements have been made to the Parties, or any of their representatives, other than those set forth in this Agreement.

37. Each party to this Agreement shall complete, execute, or cause to be executed such further and other documents as are needed to carry out the expressed intent and purpose of this Agreement.

38. None of the Parties, or their respective counsel, will be deemed the drafter of this Agreement for purposes of construing its provisions. The language in all parts of this Agreement will be interpreted according to its fair meaning and will not be interpreted for or against any of the Parties as the drafter.

39. The terms, conditions, and provisions of this Agreement are governed by and shall be interpreted under California state law.

40. Should any provision of this Agreement be held invalid or illegal, such illegality shall not invalidate the whole of this Agreement, but the Agreement shall be construed as if it did not contain the illegal part, and the rights and obligations of the Parties shall be construed and enforced accordingly.

41. All notices required by or related to this Agreement shall be sent by First Class Mail to the following physical addresses and by email to the following email addresses, or such other addresses as may be designated in writing by the party to receive the notice:

*To the State of California or DOJ:*

Courtney Towle  
Deputy Attorney General  
False Claims Unit  
Office of the Attorney General  
455 Golden Gate Avenue, Suite 11000  
San Francisco, CA 94102-7004  
Courtney.Towle@doj.ca.gov

*To the Controller of the State of California:*

Jay C. Russell  
Deputy Attorney General  
Government Law Section



Office of the Attorney General  
455 Golden Gate Avenue, Suite 11000  
San Francisco, CA 94102-7004  
Jay.Russell@doj.ca.gov

*To ClubCorp:*

Emily Decker  
Chief Legal Officer  
Invited (formerly ClubCorp)  
3030 LBJ Freeway  
Ste. 500  
Dallas, TX 75234

*With a copy to:*

Thomas F. Carlucci  
Foley & Lardner LLP  
555 California Street, Suite 1700  
San Francisco, CA 94104-1520  
tcarlucci@foley.com

42. This Agreement, consisting of 18 pages, may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

AGREED TO AND EXECUTED as of the last date set forth below.

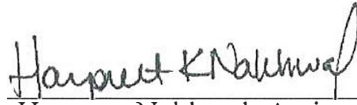
December 7, 2023

California Department of Justice

  
By: Courtney Towle  
Deputy Attorney General

December 6, 2023

California State Controller's Office and  
Malia M. Cohen, in her official capacity as  
California State Controller



By: Harpreet Nakhwal, Acting Chief Counsel

December 7, 2023

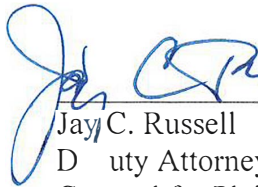
ClubCorp Holdings, Inc., et al.



By: Thomas Carlucci  
Foley & Lardner LLP  
Counsel for Defendants and Cross-Complainants  
ClubCorp Holdings, Inc., et al.

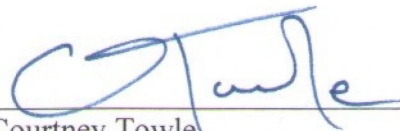
Approved as to form:

December 6, 2023



Jay C. Russell  
Deputy Attorney General  
Counsel for Plaintiff and Cross-Defendant  
Malia M. Cohen, in her official capacity as  
California State Controller

December 7, 2023



Courtney Towle  
Deputy Attorney General  
Counsel for Plaintiff the People of the State of  
California

December 7, 2023



Thomas Carlucci  
Foley & Lardner LLP  
Counsel for Defendants and Cross-Complainants  
ClubCorp Holdings, Inc., et al.