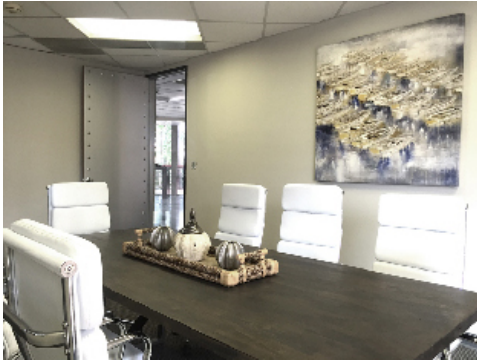




U P P E R N E W P O R T
S U I T E S F O R E X E C U T I V E S

6 Upper Newport Plaza, Newport Beach, CA 92660 • (949) 629-3881 • Lease@UpperNewport.com



Features and Benefits

- Hosted and Member¹ Events
- Concierge Services
- FedEx and Mail Service
- Wi-Fi, TV, Games, Conference Rooms, Printer, Fax, IT Support
- Discounts - Our Partners Provide Member Discounts for Cigars, Wine and Dining
- Free and Abundant Parking
- Free Coffee Service
- Open Daily Until 11pm (except holidays)
- Cigar and Wine Lockers¹ - No Corkage Fee
- Smoking and Nonsmoking Patios
- Exercise Equipment
- Hosted Motorcycle and Bicycle Rides
- Member Access to Scooters, Jet Skis, Motorcycles, and More¹
- Citation Mustang Jet - Dry Lease^{1,2}

Enjoy all these benefits and more with your Upper Newport Membership Offer:

Executive Membership (EM) - No Initiation FEE, \$2,500 Annual Prepaid

Associate Membership (AM) - \$300 Initiation FEE, \$300 Monthly Dues

Wine and Cigar Lockers - \$500 Per Year (wine limit to one case)

¹ Executive Member Benefit

² Must pay for Jet lease, Pilot and fuel

Contact your Membership team for more details:

Robert@UpperNewport.com
Christie@UpperNewport.com

949-253-8500



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Membership Policies

Who We Are - Upper Newport is a unique office space offering conference rooms, meeting areas, kitchen, wine lockers, cigar lockers, smoking and nonsmoking outside patios, seating and dining areas. Although these facilities are provided to paying members, Upper Newport does NOT serve or sell food, alcohol or tobacco items. Upper Newport also provides its members access to free Wi-Fi, coffee, drinking water, parking, mail and FedEx service, in addition to other amenities. For an extra fee, some classes of members have access to a Jet leasing program, email, voicemail, etc. All members must be a minimum of 21 years of age.

What We Do Not Provide - Upper Newport does NOT provide individual private office space. We do not provide members with any storage of files, office equipment, or any other equipment at our facility. Membership only allows access and use of the facility on an as-is basis and no guarantee is made other than reasonable efforts to provide the services and environment as promoted.

Cigar and Wine Lockers / Alcohol and Tobacco Use - Cigar lockers are provided to members only and additional fees apply. Although we provide storage areas for tobacco and alcohol products, Upper Newport will NOT sell these products nor charge a corkage fee. Wine and alcohol bottles stored at Upper Newport must have a label affixed with the owner's name. Alcohol consumption is permitted however, tobacco use is restricted to the designated smoking patio on the north end of the facility, outside only. Upper Newport strictly complies with State and Federal regulations regarding the use of tobacco products. As a member, you agree that you are aware this facility allows smoking and alcohol consumption and that you agree to Hold Harmless RAL Holdings LLC, DBA Upper Newport and Robert Lotter, for any issues relating to tobacco or alcohol use on the premises.

Members are required to respect the rules regarding designated smoking areas and repeated violations will result in revocation of membership, with NO refund. Furthermore, we expect our members to conduct themselves as Gentlemen and Ladies in the course of consuming alcohol so as not to be offensive to others and to be careful and responsible about drinking and driving. Upper Newport reserves the right to ask any member or guest to leave immediately if their conduct becomes unacceptable. At Upper Newport our goal is to provide a facility suitable for executives to bring business associates and guests to work and relax in a private environment and appreciate that our members make an effort to keep this environment safe.

Food and Beverage Service - While Upper Newport does NOT sell food or alcohol, we do contract with catering services and restaurants to provide these services to you when and where appropriate in accordance with local and state laws.



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Security, Egress and Ingress - Upper Newport deploys a security system that requires a key fob or security card to enter. Members must escort their guests and may not surrender the security fob or card to anyone. Members and their guests need to enter and exit the facility from the front entrance. Entering by climbing walls at the rear of Upper Newport is strictly prohibited. Unless an employee of Upper Newport is present, all guests and members must leave by the designated closing times as posted on the website or communicated by any other means to the member.

Guests - In an effort to provide priority service to our paying members, the number of guests per visit are limited. Guests **MUST** be accompanied by a member. Executive Members suggested guest limit per visit is 4 and Associate Members, 2. More guests may be brought as long as permission is received prior to arrival. Conversely, Upper Newport can temporarily restrict guests' attendance as needed to facilitate member events.

Private Events - Members who desire a private event must book the Wine Room in advance and are responsible for all catering costs, clean up, and security as needed for their event. During private events Upper Newport Members must have priority access to the rest of the facility and access to their wine lockers as needed. Any event that is open to all members may utilize the entire facility.

Sponsored Events - Upper Newport from time to time will have sponsored events. These could be wine tasting, fund raisers, or networking events. All members will be permitted to attend and Upper Newport will make an effort to give the members sufficient advanced notice.

Upper Newport Representative:

Name: _____

Signature: _____

Date: _____

Upper Newport Member:

Name: _____

Signature: _____

Date: _____



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Membership Agreement

Terms & Conditions

By signing below, you agree to be bound by all of the terms and conditions related to the Membership Information, Membership Policies, and privacy policies.

I/We (“Member”) agree that if accepted into Membership, I/we agree to conform to and be bound by the enrollment terms, the Rules and Regulations, and written Membership policies of RAL Holdings LLC, DBA, Upper Newport (“UN”) as they may be amended from time to time. I/We further understand that agreeing to be bound by the Membership Documents is a part of my/our agreement for Membership privileges with Upper Newport’s, and I/we specifically understand this Membership is not divisible.

I/WE ACKNOWLEDGE THE MEMBERSHIP POLICIES AND THE RULES AND REGULATIONS PROVIDED IN THE DETAILS OF UPPER NEWPORT’S MEMBERSHIP POLICIES, CONDUCT AND OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, PROVISIONS IN THE EVENT OF DIVORCE, FOR ARBITRATION OF DISPUTES, RESIGNATION, REDEMPTION OF MEMBERSHIPS, FINANCIAL OBLIGATIONS, DISCIPLINARY ACTION, RELEASE OF LIABILITY FOR PERSONAL INJURY AND THEFT. I/WE HEREBY FULLY RELEASE AND DISCHARGE UPPER NEWPORT’S, ITS EMPLOYEES, AGENTS, SHAREHOLDERS, MEMBERS, MANAGERS, AFFILIATES AND ASSIGNS FROM ANY LIABILITY, INJURY, LOSS, DAMAGE OR CLAIM ARISING FROM MY/OUR USE OF UPPER NEWPORT’S FACILITIES.

I/We hereby give Upper Newport my/our express written permission to contact me/us in accordance with the terms and conditions of Upper Newport’s Privacy Policy, a copy of which is available upon request. I/We acknowledge that Upper Newport values my/our right to privacy, and I/we understand that such consent can be revoked at any time by contacting Upper Newport in writing.

I/We agree the terms and conditions of my/our Membership may not be added to, amended, or contradicted in any way by evidence of prior, contemporaneous, or subsequent oral agreements of any kind and acknowledge there are no unwritten oral agreements of any kind.



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I/We agree that payment of my/our Membership account, including all dues, fees and other applicable charges, is due upon receipt of the monthly or annual statement. If accepted for Membership, I/we agree to pay the account in full when due. I/We agree and understand that my/our dues shall be non-refundable, regardless of whether or not I/we remain a Member of Upper Newport. I/We agree and understand that unpaid dues will result in termination of Membership.

Upper Newport Representative:

Name: _____

Signature: _____

Date: _____

Upper Newport Member:

Name: _____

Signature: _____

Date: _____