## EXHIBIT B

# SOCIAL/FITNESS MEMBERSHIP AGREEMENT

THIS SOCIALIFI (NESS MEMBERSHIP AGREEMENT (this "Agreement") is made and entered
into as of the Q lay of 122mbc2000 by and between NAME OF TO BE FORMED
HOMEOWNERS' ASSOCIATION FOR THE PROPERTY (the "Association")] and MISSION HILLS
COUNTRY CLUB. INC., a California corporation ("MAICC"). Montage at Mission
Hills Homeowner's association, Inc.
RECITALS:

- A. The Association is a homeowners' association formed for the purpose of providing a governing body for the property owners of the individual lots on that certain real property located in Cathedral City, Riverside County, California, comprising Tract Map 29771 as more particularly described in Exhibit A attached here to and made a part horeof (the "Property").
- B. MHCC is the owner of the country club in Rancho Mirage, California known as "Mission Hills Country Club" consisting of, among other things, three (3) 18-hole golf courses, a driving range, a golf clubhouse, a termisiablished facility (including tennis clubhouse) and such additional improvements as may be constructed in the future, as the foregoing may be modified from time to time (collectively referred to as the "Club").
- C. Pursuant to that certain (TO BE DRAFTED COVENANTS, CONDITIONS AND RESTRICTIONS MAKING EACH OWNER IN THE SUBDIVISION A SOCIAL/FITNESS MEMBER) (the "Declaration") reconded in the Official Records of Riverside County, California, all Owners (hereinafter defined) are automatically members of the Association.
- D. The Association desires to contract with MHCC to make certain preferential membership privileges generally available to Owners ("Social/Fitness Membership"), and MH: 'C is willing to do so subject to and upon the terms and conditions hereof.
- NOW, THEREFIELD, in consideration of the above recitals and the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the Association and MHCC hereby agree as follows:
- 1. <u>Definitions</u>. The following terms when used in this Agreement shall have the meaning: indicated:
  - (a) "Declarant" shall mean [NAME OF DECLARANT].
  - (b) "Development" shall mean the property covered by the Declaration, together with such additional real property, whether or not configuous or adjacent, which may be be annexed to and included under the Declaration and which is platted and developed as lots for the construction of single family homes.
  - (c) "Lot" shall mean a parcel of single farmly residential real property comprising a portion of the Development which is described and referenced by lot and tract and/or parcel number on a duly recorded tract or parcel map in the Map Records of Riverside County, California.

Exhibit Bal

51/BLEASED LAND AGRET MENT R V2372/14/Cubicand Land Agr2 and (12-26-96)

- (d) "Monthly Dues" shall mean an amount equal to the product of the total number of Qualified Lots unlittplied by the Monthly Dues Assessment.
- (e) "Monthly Dues Assessment" shall mean the monthly charge set by MHCC for making certain provileges of the Club available to Owners of Qualified Lots as determined from time to time by MHCC. In the sole discretion, but subject to the limitations set forth in Paragraph 5(b).
- (f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the 'ee sample title to any Lot, but excluding persons or entities who hold an interest merely as security for the performance of an obligation.
- (g) "Qualified Lot" (collectively, the "Qualified Lots") shall mean any Lot upon which a single family re-idence has been constructed and initially occupied by an Owner or a tenant of an Owner, regardless of whether the residence subsequently becomes unoccupied. For purposes of this Agreement, a residence shall be deemed occupied (regardless of whether it is actually occupied at or before such time) as of the first (1st) day of the month immediately following the month in which a deed for the Lot is recorded or a lease covering the Lot and/or residence is executed.
- (h) "Social Member" shall mean an individual who holds a Social/Fitness Membership in the Club
- (i) "Unqualified Lot Owner" shall mean any Owner of a Qualified Lot who completes the required application and applies for, but is not accepted by MHCC as, a Social Member: provided, however, that an Unqualified Lot Owner shall not include anyone who while an Owner of a Qualified Lot in the Development, has had membership privileges in the Club suspended or terminated

# 2. Social/Fraess Memberships.

- (a) Each Owner of a Qualified Lot upon becoming a member of the Association, shall have a right and ordion to become a Social Member pursuant to the terms of this Agreement, subject to the following provisions:
  - (1) The Qualified Lot must be subject to assessment under the Declaration at the time the Owner elects to become a Social Member.
  - (ii) The Owner must complete the membership application furnished by MHCC and be accepted into membership in the same manner as all other candidates for numbership in the Club.
  - (iii) At the option of MHCC, Owner may be required to furnish proof of ownership of a Qualified Lot.
- (b) It a Qualified Lot is owned by more than one individual, only one of the individuals shall be entitled to exercise the option to become the Social Member for such Qualified Lot. Such individual shall be designated by a written notice to the Association and MHCC signed by all individuals owning the Qualified Lot. In the absence of such an agreement, the individual whose name first appears on the deed evidencing the current ownership of the Qualified Lot shall be the individual entitled to exercise such option. The tenant of a residence on a Qualified Lot shall not be entitled to exercise the option to become the Social Member.

Extribit 8-2

- (c) All Owners of Qualified Lots that are entities and not individuals shall not be entitled to become Social Members, but each Owner may designate one (1) individual who resides on the Qualified 1 of owned by such Owner to exercise the option to become a Social Member by giving written notice of such designation to MHCC. Such Owners shall be liable with their designees to MHCC for all charges incurred by the designees. If any designee fails to pay any such charges, the designating Owner shall pay the same upon written demand by MHCC.
- (d) Any Owner or authorized designee desiring to exercise the option to become a Social Member shall do so by giving written notice to MHCC. Any notice given by an authorized designee must include the designation required or permitter in accordance with the foregoing provisions. All designees shall be required, to the extent applicable, to comply with all membership criteria and conditions required of Owners herein.

## 3. Privilege of Social/Fitness Membershin.

- (a) An Owner of a Qualified Lot who becomes a Social Member will be accorded all of the privileges of membership accorded by MHCC from time to time to other holders of Social/Fitness Memberships. As of the date of this Agreement, a Social/Fitness Membership allows the Social Member to use the swimming, athletic, croquet, volleyball, dining and social facilities of the Club. Subject to the maintenance of acceptable credit, Social Members shall be allowed charging privileges at the Club. Social/Pitness Memberships do not entitle the holders to use the golf or tennis facilities. Only Owners of Qualified Lots and their authorized designees (as provided in Paragraph 2(o) allowe) shall be entitled to be Social Members pursuant to the terms of this Agreement, and the Social/Fitness Memberships are nontransferable.
- (b) The spouse and any immarried children under the age of twenty-two (22) who reside in the Social Member's residence shall be entitled to the same privileges to use the facilities of the Club as the Social Member. Guest privileges of Social Members (including the payment of guest fees) shall be governed by the bylaws and rules and regulations of the Club, as amended from time to time.
- (c) Except as otherwise provided in this Agreement, a Social Member shall be subject to the terms, conditions and restrictions of the bylaws and rules and regulations of the Club (as they may be changed or modified from time to time), including, without limitation, the right of MHCC to suspend or terminate a member's use of the Club for the violation of such bylaws or rules and regulations by the member or the member's spouse, children or guests. Suspension or termination of a Social Member's membership privileges shall not excuse the payment of the full amount of the Social/Fitness Membership Assessment payable by any Owner pursuant to the terms of the Declaration, nor shall the suspension reduce the amount of Monthly Duer payable by the Association.
- (d) An Owner of a Qualified Lot (or authorized designees) acquiring a Social/Fitness Membership shall not have to pay any initiation fee or monthly dues directly to MHCC for the Social/Fitness Mi inhership during the term of this Agreement, it being understood that such fees are covered by the Monthly Dues paid by the Association.
- (c) A Social Member shall be allowed to participate with other members of the Club in the Associate Club International Program ("ACI Program") to the extent that the Club is a participant therein. The ACI Program allows members of a participating club to use facilities of

Exhibit B-3



other participation; clubs. Such use is subject to the terms, conditions and restrictions (including radius restrictions) of the ACI Program and of clubs participating therein (as such terms, conditions and restrictions may be changed or modified from time to time) and to the payment of all usage fees as may be required under the rules and regulations of particular participating clubs. The payment of additional dues or fees may be required as a condition to participation in the ACI Program.

- owner of a Qualified Lot unless the Owner elects to continue membership in the Club independent of the terms of this Agreement. Any designated Social Member who is a resident of a home on a Qualified Lot automatically ceases to be a Social Member upon ceasing to be a resident of such home unless the dissigner elects to continue membership in the Club independent of the terms of this Agreement. The fact that any Owner shall cease to be a Social Member under the terms of this Agreement shall not reduce the Monthly Dues payable by the Association. In order to continue membership as a Social Member independent of the terms of this Agreement, the Owner or authorized designing must pay MHCC the standard initiation deposit for a Social/Fitness Membership at that time and be gin paying the prevailing monthly dues for Social Members who are not Owners of Qualified Lots
- 4. Membership Dues Credit. In the event that an Owner of a Qualified Lot shall contract with MHICC for a membership other than a Social/Fitness Membership, such Owner shall receive a credit against the monthly dues applicable for such additional membership of an amount equal to the Monthly Dues Assessment. When an Owner who has elected a membership class or category other than a Social/Fitness Membership ceases to be on Owner of a Qualified Lot, such credit shall terminate and such individual shall be required to pay the full dues for such membership.

### 5. Payments by the Association.

- (a) On the first day of each calendar month during the term of this Agreement, the Association shall pay MRCC, in advance as dues for the use of the Club, the Monthly Dues. The full amount of Monthly Dues shall be payable by the Association regardless of the fact that one or more Owners may elect not to become Social Members. Monthly Dues for partial months shall be proteted on a weekly basis.
- (b) Club Owner agrees that the Monthly Dues Assessment shall romain at \$40 per month until the third anniversary of the date of this Agreement, at which time it may be adjusted by Club Owner. The Monthly Dues Assessment shall not, however, be adjusted on an annual percentage basis by more than the percentage increase in the monthly dues charged by MHCC to holders of Social/Fitness Memberships who are not Owners of Qualified Lots for the year in question. The maximum increase shall be computed on the basis of MHCC's standard quoted monthly dues for Social/Fitness Memberships.
- (c) (In or before the fifteenth (15th) day of each month during the term of this Agreement, the Association shall furnish MHCC with a list (the "Qualified Lot List") containing the addresses of all Qualified Lots and the names of the Owners thereof as of the last day of the preceding month. Further, as the Association receives notice of a change in ownership of a Qualified Lot, it shall give notice of the name of the new Owner thereof to MHCC. The Association also shall give notice to MHCC when any Owner of a Qualified Lot ceases to become a member of the Association. For imposes of determining Monthly Dues for a given month, the number of Qualified Lots shall be determined by reference to the Qualified Lot List required to be furnished in the preceding month.

Exhibit H-4

SUBLEASED LAND AGREMMENT
R. 23 1244 1 Subcased Land Agra and (12-26-00)

(d) Notwithstanding the payment provisions in Paragraph 5(a) above, the Association shall be entitled to a credit against Monthly Dues for each Unqualified Lot Owner in an amount equal to the Monthly Dues Assessment. Unqualified Lot Owners shall not be subject to any Monthly Dues Assessment by the Association.

## 6. Term.

- (a) This Agreement shall be for a term of ten (10) years communing on the date bereof unless sooner terminated as provided herein, provided, however, that such term shall automatically be extended for four (4) additional terms of ten (10) years each (collectively, the "Extended Terms" and each an "Extended Terms") unless terminated by MHCC upon written notice given to the Association at least sixty (60) days prior to the expiration of the initial term or any Extended Term, as the case may by:
- (b) In the event that MHCC elects to terminate this Agreement prior to the expiration of all of the Extended Terms, each Owner of a Qualified Lot who is a Social Member may elect to continue membership in the Club upon the payment of the then prevailing monthly dues charged by MHEC to Social Members at the Club. Those desiring to continue membership shall not be charged an additional unbutton fee or deposit as a condition to continuation.
- (c) At any time within ninety (90) days following the commencement of any Extended Term, the Association shall have the right to terminate this Agreement if, but only if, the Association shall first have obtained the approval of such election to terminate from not less than 66.67% of all Owners of Qualified Lots as provided in the Declaration. Such election must be evidenced by signed ballots from all such Owners executed during the ninety (90) day period following the commencement of the their current Extended Term. Following an election by the Association to terminate, each 5 veisit/Fitness Membership acquired pursuant to the terms of this Agreement shall terminate effective as of the termination date of this Agreement unless the holder thereof elects to remain a Social Member by paying MHCC the standard initiation deposit for a social/fitness memberships at that time and agreeing to pay the then prevailing dues charged by MHCC for such membership, provided, however, that no such additional sum shall be payable by an Owner who previously paid an initiation deposit or joining fee to MFICC and has maintained a continuous membership in the Club.

## Social/Finess Membership Assessment.

(a) I'm or before October 1st of each calendar year, MHCC will notify the Association of the amount of Monthly Dues Assessment set by MHCC for the upcoming calendar year. If MHCC shall fail to notify the Association of such amount by the specified date, the Monthly Dues Assessment shall be deemed to be the amount of the then current Monthly Dues Assessment. Following the determination of the Monthly Dues Assessment, the Association will assess and collect from Owners of Qualified Lots the "Social/Fitness Membership Assessment" (as defined in the Declaration) pursuant to and in accordance with the Declaration. On the first day of each and every month them after during the term of this Agreement, the Association shall provide to MHCC a list of all Owners who are delinquent in the payment of the Social/Fitness Membership Assessment, while he list also shall set forth the amounts of such delinquencies. In addition to all rights and remedies available to MHCC herounder, at law or in equity, MHCC may suspend the Social/Fitness Membership and other privileges of any Owner who is delinquent in the payment of the Social/Fitness. Membership Assessment during the period of any such delinquency.

Exhibit B-5

SUBLEASED LAND AGREEMENT R-V2372/141/Sublemed Land Age? wpd (12-26-00)

- NHCC and its agents shall have the right to audit and inspect the Association's records concerning Social/Fibiess Membership Assessments at all reasonable times during normal business hours. MHCC shall bear the cost of any such audit.
- Default by MRCC. MHCC shall be in default hereunder (a "MRCC Default") if MHCC shall fail to comply with any term, provision or covenant of this Agreement and such failure shall continue for thirty (30) days after written notice thereof to MHCC specifying in detail the term, provision or covenant not performed and the act-on required to core the failure, provided that, if MACC takes action to core such failure within such thirty (10) day period, but is unable, by reason of the nature of the work involved, to cure the same within such period, MHCC shall not be deemed to have committed a MHCC Default if MHCC thereafter diligently pursues the curing of the same.

# Remedie: of the Association.

- In the event a MHCC Default shall have occurred and be continuing, the Association shall have the right at its election, then or any time thereafter while such failure shall continue, to pursue any one or more of the following remedies:
  - (1) Such specific performance of the defaulting party's obligations or injunctive tellef. and applicable, and
  - (ii) Pring a claim for damages.
- Subject to Paragraph 12, no temedy granted to the Association is intended to be exclusive of any other remedies herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, or by statute. No lelay or omission by the Association to exercise any right accruing upon a default by the Association which continues beyond the applicable cure period shall impair the Association's exercise of any right or shall be construed to be a waiver of any default or acquiescence thereto.
- Default by the Association. The Association shall be in default hereunder (an "Association Default") if the Association shall fail to comply with any term, provision or covenant of this Agreement and such failure shall continue for therty (30) days after written notice thereof to the Association specifying in detail the term, provision or covenant not performed and the action required to core the fathere, provided that, if the Association takes action to cure such failure within such thirty (30) day period, but is unable, by reason of the nature of the work involved, to cure the same within such period, the Association shall not be deemed to have committed an Association Default if Association thereafter deligently pursues the curing of the same.

#### Remedie of MHCC. 11.

- In the event a Association Default shall have occurred and be continuing, MHCC shall have the right at its election, then or at any time thereafter while such failure shall continue. to pursue any one or more of the following remedies:
  - Seek specific performance of the defaulting party's obligations or injunctive relief. *(i)* as applicable; and
  - I ring a claim for damages. (ii)

Subleased Land Agreyment R:\2372\44\5ublessed fund 4g/2 wed (12-26-99)

- (b) It addition to the remedies provided in Paragraph 10 above, in the event the Association shall fail to pay the Monthly Dues in full when due. MHCC may, as provided in Paragraph 6 hereof, suspend the Social/Fitness Membership and other privileges in the Club of any Owner who failed to pay the Social/Fitness Membership Assessment when due in accordance with the terms of the Incolaration. Further, if the Association shall fail to pay the Monthly Dues when due and payable and the Association shall have collected from Owners of Qualified Lots the Social/Fitness Membership Assessment, but failed to pay to MNCC all amounts so collected. MHCC may suspend Social/Fitness Membership privileges of all Owners until such time as the Association pays to MHCC the full amount of the Social/Fitness Membership Assessment collected from all Owners.
- (c) All monthly facilities fees, monthly dues and other sums not paid by the Association when due shall be at interest at the rate which is the lesser of (i) eighteen percent (18%) per annum or (ii) the maximum permissible rate of interest allowed by applicable law.
- (d) Subject to Paragraph 12, no remedy granted to the MHCC is intended to be exclusive of any other remedies herein or by law provided, but each shall be cumulative and shall be in addition to a very other temedy given hereunder or now or hereafter existing at law, in equity, or by statute. No flelay or omission by the MHCC-to exercise any right accruing upon a default by the Association which continues beyond the applicable cure period shall impair the MHCC's exercise of any right or shall be construed to be a waiver of any default or acquiescence thereto.
- 12. No Termination. In no event shall a default by either party hereunder cause a termination of this Agreement prior to the expiration of the term hereof.
- 13. <u>Amendment</u>. This Agreement may be amended only by written instrument executed by the Association and MHCC.
- 14. Changes by MHCC. MHCC shall have the right at any time and from time to time to change, amend or modify the classes of membership in the Club, the fees and dues applicable thereto and the bylaws, rules and regulations of the Club; provided however, that during the term of this Agreement, MHCC shall not without the prior written consent of the Association eliminate Social/Fitness Memberships.
- 15. <u>Notices</u>. Any notice, approval, acceptance or other communication required or permitted hereunder shall be in writing and may be delivered personally, by facsimale transmission or sent by United States Mail, postage prepaid, registered or certified, return receipt requested, addressed as follows:

In the Association:

MARIO GONZALEZ
68936 ALEBUINA
CAT. CT CA 92234

With a copy to:

W Curt Ealy, Esq.
Selzer, Ealy, Hempfull & Biasdel, LLP
777 E. Tahquitz Canyon Way, Suite 328
Palm Springs, CA 92262

SUBLEASED LAND AGREFMENT
R STENAISSINGER LINE APT wpd (12-26-00)

To MHCC:

Mission Hills CC

Mission Hills Country Club, Inc. 34-600 Mission Hills Drive Rancho Mirage, CA 92270

Attn: Tom Catanzarite, General Manager

With copies to:

Mission Hills Country Club, Inc.

PO. Box 819012 Dallas, TX 75381-9012 Astn: President

Mission Hilla Country Club, Inc.

P.O. Box 819012 Dallas, TX 75381-9012 Attat: General Counsel.

or to such other address designated by the parties provided above. Any such notice shall be deemed effective only upon receipt, or if sent by certified or registered U.S. Mail: return receipt requested, and refused, upon the date of refusal as shown on the return receipt.

- No Modification of Declaration. The Association and Declarant agree that no modifications. amendments, changes, additions or deletions to the Declaration that adversely affect either the ability of the Association to perform its obligations under this Agreement or the rights of MECC under this Agreement will be made without the prior written consent of MHCC. Declarant further agree to bind any successor or assigns of any of their rights under the Declaration to the restrictions contained in this Paragraph.
- Limited I jability of the Association. The Association shall have no liability to MHCC or any Social Momber for (i) any violation by any Social Member of the bylaws and rules and regulations of the Club. (ii) the failure of any Social Member to comply with the Club's membership application or make any payments due directly to Club, and (iii) the failure of MHCC to honor the terms of or provide a Social/Fitness Membership to any Qualified Lot Owner or authorized designee.
- Arbitratury. Any dispute or controversy arising out of, or relating to, this Agreement, or the breach thereof, involving claims in excess of the jurisdictional limits of the small claims court or its equivalent in Riverside County, California, shall be settled by binding artification administered by the American Arbitration Association in accordance with its rules. Any judgment rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be heard in the Riverside County, and legal issues shall be decided under the laws of the State of California. The parties shall be contitled to reasonable, but limited, discovery prior to the arbitration. The initiating party shall give written notice to the other party of its intertion to arbitrate, which notice shall contain a statement setting forth the nature of the dispute, the amount involved, if any, and the remedy sought, and shall file at the office of the American Arbitration Association negrest to the Club three (3) copies of the notice and three (3) copies of this arbitration provision, together with the appropriate filing fee, as provided by the American Arbitration Association. The arbitrator shall be selected by using the listing process under the American Arbitration Association's rules. The arbitrator shall award to the prevailing party, if any, as determined by the arbitrator, all of its costs and expenses. "Costs and expenses" shall mean all reasonable pre-award expenses of the arbitration, including the inbitrator's fees, administrative fees, travel expenses, out-of-pocket expenses sugh as copying and telephone, watness fees, and attorneys' fees. By agreeing to be bound by arbitration, the parties are intending to not only waive any right of trial by jury, but also to waive any rights to appeal the arbitration finding.

SUBLEASED LAND AGREEMENT R 1237211411Subscared Land Agri -pd (13-26-90)

- 19. Attorneys' Fees. In the event of any arbitration action or proceeding brought by either party against the other arising out of this Agreement or any court proceedings to enforce an arbitration award, the provailing party shall be cutilled to recover reasonable attorneys' fees and costs incurred in such action.
- 20. Further Instruments. MHCC will, whenever reasonably requested by the Association and the Association will whenever reasonably requested by MHCC, execute acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all conveyances, assignments and other instruments and documents which may be reasonably necessary in order to complete the transactions contemplated hereby and to carry out the terms and provisions of this Agreement.
- 21. Independent Entity. The Association recognizes and acknowledges that it is looking to MHCC for the performance of the obligations under this Agreement. The Association further recognizes and acknowledges that no other entity or entities, including ClubCorp USA, line or any of its affiliated entities is many manner hable or responsible for the obligations and liabilities of MHCC under this Agreement. Nothing herein is intended to exempt any person or entity from hability under the Uniform Fraudulent Transfer Act, the Federal Bankruptcy Code or any other similar law. It is agreed and understood between the parties hereto that the varent and affiliated entities of MHCC may provide services for fee to MHCC and that the providing of such services for a fee and the actions taken in providing such services shall, of themselves, in no manner be construed to constitute the undertaking by such parent or affiliated entity of any obligation, duty or hability under this Agreement.
- 22. No Third Party Beneficiaries. Nothing herein contained shall be deemed to establish any rights of third parties against the parties hereto; it being the intent that the rights and obligations set forth herein are those of the parties alone, with no third party beneficiary rights intended.
- 23. No Partin iship or Joint Venture. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party as creating the relationship of (a) principal and agent.

  (ii) a partnership, or (iii) a joint venture between the parties
- 24. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.
- 25. <u>Time of the Essence</u>. Time is of the essence with respect to the performance of all obligations provided herein and the consummation of all transactions contemplated hereby.
- 26. Governing Law. This Agreement shall be governed construed, enforced and interpreted in accordance with the laws of the State of California and applicable federal law.
- 27. <u>Binding | ffect.</u> This Agreement shall be binding upon and inure to the benefit of the parties, and their respective succi ssors and assigns; provided, however, that this Agreement shall not be assigned by the Association without the prior written consent of MHCC.
- 28 Entire Agreement. This Agreement constitutes the entire Agreement among the parties and may not be modified or amended except by written instrument executed by all parties.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first about the written.

SUBLEASED LAND AGREEMENT
R.V372(4) Subjected Land Agr2 and (12-26-00)

Exhibit B 9

Apr 26 02 03:37p

MRCC:

MISSION HILLS COUNTRY CLUB, INC.

THE ASSOCIATION: