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ATLANTIC GOLF CORPORATE MEMBER ENROLLMENT FORM 2008

PLEASE PRINT CLEARLY

Company Name: _____

Primary Contact Name: _____

Address: _____

City: _____ State: _____ Zip _____

Business Phone: (____)____-____ Alternate Phone: (____)____-____

E-mail address: _____

Potomac Ridge Membership\$12,000
 4 Open Memberships at Potomac Ridge Golf Course - 7 days a week. Payment in full by Corporate Check, Credit Card or:
 *Installment option.....\$6,000 /\$655 (11 consecutive Months)

Queenstown Harbor Membership.....\$18,000
 4 Open Memberships at Queenstown Harbor River Course & Queenstown Harbor Lakes Course - 7 days a week. Payment in full by Corporate Check, Credit Card or:
 *Installment option.....\$9,000/\$982 (11 consecutive Months)

* Atlantic Golf charges a ten percent (10%) administrative fee if a Company chooses the installment option.

Notwithstanding the foregoing recitation of membership types and fees, Atlantic Golf reserves the right to offer memberships and membership specials from time to time.

Payment: Full Payment:____ Down Payment:____ Check #____ (made payable to **Atlantic Golf**)

Visa Mastercard American Express Discover CC# _____ Exp. __/____

Start Month:_____ End Month:_____

Corporate Member Annual Membership Privileges

- ◆ Complimentary Greens Fees
- ◆ Complimentary Carts
- ◆ Member tee times may be reserved thirty five (35) days in advance
- ◆ Complimentary use of the driving range
- ◆ Complimentary USGA Handicap Service
- ◆ 20% discount on all regularly priced merchandise
- ◆ Member Tournaments and Events

Atlantic Golf reserves the right to modify Corporate Member Privileges at any time by providing written notice.



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ATLANTIC GOLF CORPORATE MEMBERSHIP CONTRACT

This Membership Contract (the "Agreement") is entered into on this _____ day of _____, 2007 by you, the corporate entity identified in Section 1 below (the "Corporate Member").

EXPLANATORY NOTE

Atlantic Golf, L.P., a Maryland limited partnership with a principal business address of 3168 Braverton Street, Suite 400, Edgewater, MD 21037 ("Atlantic Golf") owns and operates several privately owned, daily-fee golf courses. Corporate Member desires an opportunity to enjoy Atlantic Golf's facilities on a regular basis and obtain certain privileges associated with being identified as a Corporate Member of Atlantic Golf. Atlantic Golf has agreed to grant a membership contract to Corporate Member and Corporate Member agrees to become a member on the terms and conditions set forth herein.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. CORPORATE MEMBER. For purposes of this Agreement, "Corporate Member" shall mean the entity identified on the "Atlantic Golf Corporate Member Enrollment Form". Corporate Member must provide EIN (Employer Identification Number)

Company Name: _____
EIN #: _____

2. MEMBERSHIP. Upon payment of Membership Fee and execution of this Agreement (defined in Section 5), Corporate Member's membership privileges (defined in Section 4) will be activated for a period of twelve (12) continuous months ("Membership Term"). Memberships may be refused or revoked at the discretion of Atlantic Golf. Membership Fee is neither refundable nor transferable. Payment of Membership Fee does not give Corporate Member any right, interest or ownership in Atlantic Golf. Membership privileges may not be sold, transferred, or otherwise assigned in any manner, without the prior written consent of Atlantic Golf. Privileges shall cease and terminate upon the dissolution of Corporate Member. Atlantic Golf may revoke membership if Corporate Member or any representative thereof violates any terms of this Agreement. No portion of any fees paid is refundable upon revocation of a membership.

3. CORPORATE REPRESENTATIVES. Corporate Membership provides access for a total of four (4) corporate representatives ("Corporate Representatives") on Atlantic Golf facilities at any given time. The actual identity of the Corporate Representatives is at the discretion of Corporate Member, and such Corporate Representatives may be employees, clients or friends of the Corporate Member. **The Primary Contact (identified on Corporate Membership Enrollment form) has ultimate responsibility for designating the Corporate Representatives and policing proper compliance with this provision of the Agreement. If at any time Atlantic Golf discovers more than four (4) Corporate Representatives utilizing Atlantic Golf facilities at the same time, such additional Corporate Representatives shall be charged full greens fees ("Full Greens Fees") to the Corporate Account on file.** To ensure compliance with the obligations of this Section 3, Atlantic Golf recommends that Corporate Member schedule no more than one (1) foursome during any five (5) hour period. All Corporate Representatives shall be authorized to charge to Corporate Member's Account, unless Corporate Member has otherwise notified Atlantic Golf in writing.



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4. CORPORATE MEMBER PRIVILEGES. For the duration of Membership Term, the Corporate Member, via its Corporate Representatives, will receive the following member privileges: complimentary greens fees seven (7) days a week, complimentary use of golf cart, complimentary use of driving range and twenty percent (20%) discount on all regularly priced merchandise in Atlantic Golf's Pro Shop, complimentary USGA Handicap Service and thirty five (35) advance reservation for tee times. Corporate Member will also be entitled to receive invitations to member tournaments and events. The Club may offer, from time to time, Corporate Golf Memberships to bona-fide and active operating companies. Corporate Golf Memberships shall be held in the name of a company, limited liability company, corporation, partnership or other form of business ownership (collectively, the "company"). A company formed for the purpose of acquiring a Corporate Golf Membership shall not qualify and the Club shall determine, in its sole discretion, whether a particular company is eligible and qualifies for a Corporate Golf Membership. The company, as the actual member and owner of the membership, shall designate one person as the primary designee and may designate up to an additional three secondary designees to use the membership use privileges. The initial designees shall be identified in the Corporate Golf Membership Agreement. The Club may, in its sole discretion, allow a company to add designees in addition to those initial designee(s) identified in the Corporate Golf Membership Agreement. However, in no event shall a company be permitted more than four designees at any one time. Each Corporate Golf Membership shall be counted as one membership (without regard to the number of designees) for purposes of determining the maximum number of Golf Memberships and Corporate Golf Memberships. The designee(s) of the membership use privileges must be an officer, director, partner, owner or employee of the company, must submit an Application for Use Privileges and be approved by the Club. The company shall be responsible for the payment of the required membership fee charged by the Club which will be based on the number of designees. Both the company and the designee(s) of the membership use privileges shall be jointly and severally liable for the payment of all dues, fees and other charges incurred by the designee(s), immediate family members and their guests.

The Corporate Golf Membership allows each designee (and the immediate family members only if the family level of dues is selected) to use the Club Course, golf practice facilities and the clubhouse facilities provided at The Club and to attend club-sponsored events held at The Club. Designees shall not pay green fees for use of the golf facilities, but shall pay golf cart fees and/or caddie fees (if caddies are available at The Club) and other personal charges incurred at The Club and all other fees and charges established by the Club. Each designee shall pay the same dues, fees and other charges as a Golf Member. The Club, in its sole discretion, reserves the right to limit the number of golf starting times that can be reserved on any particular day, during particular times of a given day or any other time period by designees from time to time.

Atlantic Golf reserves the right to modify Corporate Member Privileges at any time by providing written notice in accordance with Section 16 below.

5. MEMBERSHIP TYPES AND MEMBERSHIP FEES. Atlantic Golf offers four (4) different Corporate Memberships, each corresponding to a particular Atlantic Golf facility and a corresponding annual fee (the "Corporate Fee"). *(Corporate Member is to initial after type of membership selected.)*

- A. Potomac Ridge Membership. The Membership Fee for a Potomac Ridge Corporate Membership is \$12,000.00 annually. _____
- B. Queenstown Membership. The Membership Fee for a Queenstown Harbor Corporate Membership is \$18,000.00 annually. _____

Notwithstanding the foregoing recitation of membership types and fees, Atlantic Golf reserves the right to offer other memberships and membership specials from time to time.



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6. PAYMENT OF MEMBERSHIP FEES AND OTHER FEES.

A. Corporate Member Account. Atlantic Golf will set up a Corporate Member Account for each Corporate Member. Corporate Member shall complete Exhibit A – Credit Card Enrollment Authorization Form, as a condition of membership.

B. Membership Fees. Corporate Member may elect to pay Membership Fees in a one-time lump sum payment by corporate check or credit card. Otherwise, all other payments hereunder shall be made by means of a credit card via Corporate Member Account. In the event that Corporate Member does not elect to pay Membership Fees in a lump sum payment, Membership Fees will be paid as follows: 50% down payment, followed by eleven (11) consecutive monthly installments automatically charged to the Corporate Member's credit card of record. Note that Atlantic Golf charges a ten percent (10%) administrative fee on any Member who chooses the installment option.

C. Charge Privileges. Corporate Representatives may have charge privileges as long as a valid credit card and authorizing signature is on file in Corporate Member Account with Atlantic Golf. **Corporate Representatives must present the Member Account card** at the time of charged purchases and must write the Corporate Member number on each sales ticket for charged purchases ("Charge"). Corporate Member must clearly state its intentions as to whether it intends for Corporate Representatives to have charging privileges for café, pro shop and mobile beverage/snack carts, by making the appropriate selection on Exhibit A, and updating Exhibit A from time to time as necessary. If Corporate Member has elected to authorize charging privileges, and provides Corporate Representatives with the Corporate Member number, Corporate Member agrees to pay such Charges made by Corporate Representatives. Responsibility for designating Corporate Representatives and ensuring proper and authorized use of the Corporate Member Account remains the responsibility of the Corporate Member. Atlantic Golf has no burden or responsibility to scrutinize or investigate charges to Corporate Member's Account, other than to confirm that Corporate Representatives possess Corporate Membership card.

D. Posting. Corporate Member will be provided an itemized accounting on the 1st of the month for of all Full Greens Fees, Cancellation Fees and Charges to Corporate Member's Account for the preceding month. Unless Corporate Member provides Notice within fifteen (15) calendar days (in accordance with Section 16 below) that it disputes a Charge to the Corporate Member's Account, all Charges will be billed to Corporate Member's credit card on the 17th of the calendar month. In the event that the charge is declined, Atlantic Golf will resubmit the charge within five (5) business days. In the event that the charge is declined again, Atlantic Golf will immediately notify Corporate Member and demand payment for unpaid account. Corporate Member shall satisfy demand for payment of unpaid account within ten (10) business days. Failure to satisfy a demand for payment of declined charges will result in the suspension of membership privileges until payment is made in full. Such failure may also be grounds for membership termination at the discretion of Atlantic Golf.

C. Non-payment and Collections. Corporate Members agree to pay all accounts when due. Amounts more than thirty (30) days overdue will accrue a finance charge of 1.5% each month. Corporate Members agree to pay all reasonable attorney fees and costs incurred by Atlantic Golf in the event that collection proceedings are undertaken to obtain monies owed to Atlantic Golf.

7. **COMPLIANCE.** Corporate Member agrees to abide by Atlantic Golf's general policies as set forth herein and as may be published by Atlantic Golf from time to time. Atlantic Golf believes that golf is a game and expects Corporate Members to assist Atlantic Golf in keeping golf fun for everyone. Accordingly, Atlantic Golf expects all members and guests to observe all federal, state and local laws at all times. Corporate Representatives must check in with the golf shop staff before proceeding to any course, driving range, practice area or other facilities. No alcohol may be brought onto Atlantic Golf premises for consumption. The only alcohol to be consumed on site is alcohol purchased on site. No underage drinking is permitted. Any damage to the golf course and property is the responsibility of the golfer to repair or replace. Atlantic Golf reserves the right to expel any golfer who uses excessive foul language, illegal substances or exhibits aggressive or violent behavior. Children under the age of 16 are welcome on the golf course and in the clubhouse when accompanied



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by an adult, unless the general manager, head golf professional, or director of instruction has granted permission for an unaccompanied visit in advance.

8. RESERVATIONS. For groups of 2 – 8 players, Atlantic Golf will reserve Corporate Member's tee times for up to thirty-five (35) days in advance. For groups of 9 players or more, Corporate Member must contact the Events Department for tee times. In the event Corporate Member intends to schedule groups of 9 or more players, all golfers will be subject to regular greens fees. Single Corporate Representatives may walk on after checking in with golf shop staff. To maintain the integrity of play administration, all Corporate Representatives must register in the golf shop at least 10 minutes prior to a reserved starting time. Failure to do so may result in a cancellation or delay if other parties are prepared to play or are on standby. **Starting times not canceled at least twenty-four (24) hours in advance of play will be billed to Corporate Member Account at the regular posted greens fee for each player reserved ("Cancellation Fees").**

9. MEDIA RELEASE. From time to time, Atlantic Golf may publish information regarding its memberships on its websites or marketing materials. You hereby give Atlantic Golf, its successors and assigns, the right and permission to publish or identify you as a Corporate Member of Atlantic Golf. Corporate Member waives any right to inspect and/or approve the finished product and printed matter that may be used in connection therewith, or the use to which it may be applied.

10. AVAILABILITY OF FACILITIES. Atlantic Golf reserves the right to host special events such as weddings, parties, and golf tournaments. Such events may partially restrict the availability of golf course starting times and any or all of the practice areas. Such special events also may preclude the use of the clubhouse. Any or all practice areas also may be unavailable from time to time because of inclement weather or grounds keeping maintenance. Atlantic Golf reserves the right to close the golf course and facilities for any reason at its sole discretion.

11. USE OF GOLF CARTS. As a rule, golf carts are allowed on the fairways, however, inclement weather or other conditions may evoke further cart restrictions. The golf staff will notify Corporate Members of any temporary restrictions, but players are expected to refrain from driving golf carts where it may damage the golf course. Privately owned golf carts are not allowed. No more than two cars per foursome are allowed unless authorized by the Pro Shop. No more than two riders and two golf bags per car.

12. QUEENSTOWN HARBOR. Queenstown Harbor is the nation's first Climate Neutral Golf Course, which means that Queenstown Harbor is keeping at least 410.1 tons of CO₂ out of the air annually to offset its electricity and fuel usage. This helps protect the Chesapeake Bay watershed¹. Atlantic Golf encourages its Members to conserve energy and help protect the environment of the Chesapeake Bay watershed. Corporate Member may elect to become a "Cool Golfer" by purchasing eight (8) tons of "Removable Energy" for a one-time purchase price of \$100.00 ("Cool Golfer Fee"). If Corporate Member elects to become a "Cool Golfer", Atlantic Golf will reward Corporate Member by providing a \$100.00 credit in greens fees. Corporate Member may elect to become a "Cool Golfer" by initialing here _____. "Cool Golfer" Fee will be added to Membership Fee and paid in accordance with Section 6 above.

13. NO WARRANTY. Atlantic Golf provides the Membership Privileges on an "as is" basis, without warranty or guarantee of any kind, either express or implied, including, but not limited to, the implied warranties or conditions of merchantability or fitness for a particular purpose. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you.

14. LIMITED LIABILITY. In no event shall Atlantic Golf, its officers, employees or agents be liable for loss of any kind or for indirect, special or consequential damages of any kind, even if Atlantic Golf has been advised of the possibility of such damages arising from any defect or error. Corporate Member shall indemnify Atlantic Golf, its officers, employees and agents, and protect and hold Atlantic Golf, its officers, employees and agents

¹ To learn more about CoolBusiness and CoolHome, we encourage you to visit www.NativeEnergy.com.



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harmless from and against any and all claims, liabilities, losses, costs, damages, expense, including consultants and attorneys fees, court costs, demands, causes of action or judgment directly or indirectly arising out of or related to membership or Corporate Representative's use of Membership Privileges. Atlantic Golf disclaims any and all loss or liability resulting from, but not limited to: acts of God, unauthorized use or misuse of your account information, errors, omissions or misstatements in any information or Membership Privileges provided under this Agreement or Corporate Member's inability to use Membership Privileges. Atlantic Golf's entire liability and that of its officers, employees, agents and any third party providing services as part of the Membership Privileges, and Corporate Member's exclusive remedy with respect to any matter arising out of this Agreement, is limited to the actual amount paid for Membership Fees.

15. INDEMNIFICATION. Corporate Member agrees to indemnify Atlantic Golf, its officers, employees and agents for any and all losses due to purposeful or negligent acts of Corporate Member, Corporate Representatives, Corporate Member's guests, employees or children, including acts occurring as a result of the consumption of alcohol.

16. NOTICE. Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service or confirmed facsimile, or forty-eight (48) hours after being deposited in the regular mail as certified or registered mail with postage prepaid. Any notices to Atlantic Golf shall be delivered to Atlantic Golf at the following address: Atlantic Golf, Limited Partnership, c/o The Brick Companies, 3168 Braverton Street, Suite 400, Edgewater, MD 21037, facsimile: (443) 951-2020, attn: Atlantic Golf Membership Accounts.

17. GOVERNING LAW. This Agreement shall be construed and governed in accordance with the laws of the State of Maryland, without giving effect to any principles of conflict of laws to the contrary.

18. AUTHORITY. In signing this Corporate Membership Agreement, the undersigned represents and warrants that he/she is an officer of the Corporate Member and has been duly authorized to execute this Agreement and bind the Corporate Member accordingly.

THIS AGREEMENT REPRESENTS THE ENTIRE AGREEMENT AND SUPERSEDES ANY PRIOR AGREEMENT OR UNDERSTANDING CONCERNING THE SUBJECT MATTER HEREOF.

WITNESS:

CORPORATE MEMBER:

By: _____
Name:
Title:

By: _____
Name:
Title:



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**EXHIBIT A
MEMBER ACCOUNT CHARGE PRIVILEGES
CREDIT CARD ENROLLMENT AUTHORIZATION**

Corporate Member to Initial in Box **A or B** (Does not apply if paid by Company Check)
Corporate Member to Initial in Box **C**
Corporate Member to Initial in Box **D or E**

a) The undersigned hereby authorizes Atlantic Golf to charge the full Membership Fee of \$_____ to Corporate Member's authorized credit card account.

OR

b) The undersigned hereby authorizes Atlantic Golf to charge the Membership Fee of \$_____ to Corporate Member's authorized credit card account, by charging a deposit of \$_____ and then automatically charging the balance of the Membership Fee in eleven (11) monthly consecutive installments \$_____, commencing on _____.

c) The undersigned further authorizes Atlantic Golf to charge on a monthly basis, the balance due on the Corporate Member Account arising from Full Greens Fees, Cancellation Fees and Charges during the Term of the Corporate Membership to Corporate Member's authorized credit card account.

d) The undersigned further authorizes Atlantic Golf to charge on a monthly basis, the balance due on the Corporate Member Account arising from purchases from the Pro Shop, café, mobile beverage and snack carts to Corporate Member's authorized credit card account.

OR

e) The undersigned further **DOES NOT** authorize Corporate Representatives to charge to the Corporate Member's account any purchases made at the Pro Shop, café, mobile beverage and snack carts.

The undersigned represents that he/she has full authority to enter into this Agreement. The undersigned acknowledges and agrees that the ability to make purchases from the Pro Shop, café, mobile beverage and snack carts is a privilege of membership that may be suspended at any time for non-payment. The undersigned agrees that in the event any charge is returned or declined by the card issuer, whether due to delinquency, over limit, suspension, closure or error, Corporate Member will pay the amount in question together with any fee incurred by Atlantic Golf as a result of such return or denial.

Atlantic Golf accepts MasterCard®, Visa®, Discover® and American Express®. Authorized credit card information may be changed by giving Atlantic Golf no less than thirty (30) days advance notice and execution of another authorization form. This authorization shall remain in effect for the duration of the Membership Term.

Type of Credit Card: (Circle) MC VISA DISCOVER AMERICAN EXPRESS

Signature: _____

Name on Credit Card: _____

Credit Card Number: _____

Expiration Date: _____

CV Number: _____

Date of this Authorization: _____