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QUEENSTOWN HARBOR INDIVIDUAL MEMBER ENROLLMENT FORM 2008

PLEASE PRINT CLEARLY

First Name: _____ M.I.: _____ Last Name: _____

Address: _____

City: _____ State: _____ Zip _____

Daytime Phone: (____) _____ - _____ Evening Phone: (____) _____ - _____

E-mail address : _____ D.O.B. _____

- Queenstown Harbor All-Inclusive Membership\$ 5,000**
Membership Privileges at The River and Lakes Courses. Payment in Full.
- Additional Queenstown Harbor All-Inclusive Membership\$ 4,000***
Membership Privileges at The River and Lakes Courses. Payment in Full.
- Queenstown Harbor Twilight Gold Membership\$ 2,500**
Membership Privileges at The River and Lakes Courses during posted twilight hours.
Payment in Full.
- Additional Queenstown Harbor Twilight Gold Membership\$ 2,000***
Membership Privileges at The River and Lakes Courses during posted twilight hours.
Payment in Full.
- Queenstown Junior Membership.....\$ 750**
Membership Privileges at Queenstown Lakes for under eighteen (18) without paying adult.
Payment in Full.

***Additional Members** - A spouse or significant other may join as an Additional Member and receive a discount on their Membership fee. The Additional Member must permanently reside in the same primary residence as the Primary Member. Atlantic Golf will require proof, i.e., Drivers License. Additional Members must complete a separate contract.

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

Visa Mastercard American Express Discover

CC# _____ Exp. __/____

Start Month: _____ End Month: _____

Membership Privileges

- ◆ Complimentary Greens Fees at courses based on type of membership
- ◆ Queenstown Harbor All-Inclusive Members – Year round Complimentary Greens Fees 7 days a week at The River and Lakes Courses at Queenstown Harbor.
- ◆ Queenstown Harbor Twilight Gold Members –
October through March, Complimentary Greens Fees 7 days a week at The River and Lakes Courses.
April through September, Complimentary Greens Fees 7 days a week at the Lakes Course and 2 days a week at The River Course.
- ◆ Twilight members can play during posted twilight hours on weekdays, weekends and holidays at The River and Lakes Courses.
- ◆ No Initiation Fee
- ◆ No Monthly Dues
- ◆ No Monthly Food minimum
- ◆ Complimentary Cart
- ◆ Complimentary use of the driving range
- ◆ Complimentary USGA Handicap Service
- ◆ Complimentary Member Shirt - **PLEASE CIRCLE SHIRT SIZE S M L XL XXL XXXL**
- ◆ 20% discount on all regularly priced merchandise
- ◆ Member tee times may be reserved thirty five (35) days in advance
- ◆ Member Tournaments and Events
- ◆ Member privileges are extended to children under 18 accompanied by a Member.
- ◆ Up to three guests per visit, when accompanied by a Member, will receive a 20% discount off the price of non-twilight greens fees. The 20% guest discount cannot be combined with any other offer or promotion – including Greens Cards.

QUEENSTOWN HARBOR INDIVIDUAL MEMBERSHIP CONTRACT

This Membership Contract (the "Agreement") is entered into on this _____ day of _____, 2008 by you, the individual identified on the Atlantic Golf Individual Member Enrollment Form.

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. Member desires an opportunity to enjoy Queenstown Harbor's facility at 310 Links Lane, Queenstown, MD 21658 ("Queenstown Harbor") on a regular basis and obtain certain privileges associated with being identified as a member of Queenstown Harbor. 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, Member agrees as follows:

1. **MEMBER:** For purposes of this Agreement, "Member" shall mean the person identified on the "Queenstown Harbor Individual Member Enrollment Form".
2. **MEMBERSHIP.** Upon payment of Membership Fee (defined in Section 4), Member's membership privileges will be activated for a period of twelve (12) continuous months ("Membership Term"). Memberships may be refused or revoked at the discretion of Queenstown Harbor. Membership Fee is neither refundable nor transferable. Payment of Membership Fee does not give Member any right, interest or ownership in Queenstown Harbor. Members must present their membership card each visit. Membership privileges are personal to Member and may not be sold, transferred, or otherwise assigned in any manner. Privileges shall cease and terminate upon the death of Member. Queenstown Harbor may revoke membership if Member violates any terms of this contract agreement. No portion of any fees paid is refundable upon revocation or suspension of a membership, other than as set forth in Section 14 below.
3. **MEMBER PRIVILEGES.** For the duration of the Membership Term, Member will receive certain benefits which vary and are dependant upon the type of membership elected under Section 4 below. Collectively, these benefits are referred to as "Member Privileges." Queenstown Harbor reserves the right to modify Member Privileges at any time by providing written notice in accordance with Section 18 below.
4. **MEMBERSHIP TYPES, MEMBERSHIP PRIVILEGES AND MEMBERSHIP FEES.** Queenstown Harbor offers two (2) types of memberships, each with a corresponding annual fee (the "Membership Fee"). (*Member is to initial after type of membership selected.*)

A. **The Queenstown Harbor All-Inclusive Membership.** A "Queenstown Harbor All-Inclusive Membership" is a membership providing all of the following Membership Privileges exclusively at The River and Lakes Courses at Queenstown Harbor: Complimentary greens fees (7) days a week, complimentary use of golf cart, complimentary use of driving range, complimentary USGA® Handicap Service, 20% discount on all regularly priced merchandise in any Atlantic Golf Pro Shop, invitations to Member tournaments and events, Member shirt, and 20% discount on non-twilight greens fees for up to three (3) accompanied guests per visit. In the event that Queenstown Harbor is closed on member's choice day to play, member will be permitted to play one of Atlantic Golf's other courses (Potomac Ridge or South River). For privilege and billing purposes, Member shall be referred to as a Queenstown Harbor All-Inclusive Member. The Fee for one Queenstown Harbor All-Inclusive Membership is \$5,000.00 annually. _____

B. **Additional Queenstown Harbor All-Inclusive Membership.** An "Additional All-Inclusive" Membership is an add-on membership where the Member is a spouse, parent, child or same-sex partner of the primary Member. Additional All-Inclusive Member must permanently reside in the same primary residence as the All-Inclusive Member and Queenstown Harbor will require strict proof of primary residence before accepting an Additional All-Inclusive Membership. Additional All-Inclusive Membership provides the same privileges as the All-Inclusive Membership. Member shall be referred to as an Additional Queenstown Harbor All-Inclusive Member. The Fee for one Additional Queenstown Harbor All-Inclusive Membership is \$4,000.00 annually. _____

C. **Queenstown Harbor Twilight Gold Membership.** A “Twilight Gold Membership” is a restricted membership which allows for unlimited twilight play on The Lakes at Queenstown Harbor year round plus unlimited twilight play on The River at Queenstown Harbor October through March. In addition, a “Twilight Gold Membership” includes two twilight rounds per week on The River, April through September. A “Twilight Gold Membership” is a restricted membership which provides all of the following Membership Privileges at The River and Lakes Courses, solely during posted twilight hours: complimentary greens fees, complimentary use of golf cart and complimentary use of driving range. For purposes of this Agreement, the term “twilight” shall mean the time of the day when the rates change at Queenstown Harbor facilities. The exact time of “twilight” changes seasonally and is regularly posted and updated on Atlantic Golf’s website and at the pro shop. Membership Privileges also include complimentary USGA® Handicap Service, Member shirt, 20% discount on all regularly priced merchandise in any Atlantic Golf Pro Shop and invitations to Member tournaments and events. In the event that Queenstown Harbor is closed on member’s choice day to play, member will be permitted to play one of Atlantic Golf’s other courses (Potomac Ridge or South River). For privilege and billing purposes, Member shall be referred to as a Queenstown Harbor Twilight Gold Member. The Fee for one Queenstown Harbor Twilight Gold membership is \$2,500.00 annually. _____

D. **Additional Queenstown Harbor Twilight Gold Membership.** An “Additional Twilight Gold Membership” is an add-on restricted membership where the member is a spouse, parent, child or same-sex partner of a Twilight Gold Member. Additional Twilight Gold Member must permanently reside in the same primary residence as the Twilight Gold Member and Queenstown Harbor will require strict proof of primary residence before accepting Additional Twilight Gold Member Membership. Additional Twilight Gold Membership provides all benefits of Twilight Gold Membership. For privilege and billing purposes, Member shall be referred to as an Additional Queenstown Harbor Twilight Gold Member. The Fee for one Additional Queenstown Harbor Twilight Gold Membership is \$2,000.00 annually. _____

E. **Queenstown Junior Membership.** A “Queenstown Junior Membership” is a full membership where the sole primary member is a minor (under the age of eighteen). A Queenstown Junior Membership provides the following Membership Privileges at Queenstown Lakes only: Complimentary greens fees on weekdays, complimentary greens fees on Saturdays, Sundays and holidays after 1pm, 50% discount on greens fees on Saturdays, Sundays and holidays before 1pm, complimentary use of golf cart, complimentary use of driving range, complimentary USGA® Handicap Service, and invitations to Member tournaments and events. Membership contract is between Atlantic Golf and parent or guardian of minor. Membership provides full membership privileges to minor. For privilege and billing purposes, Member shall be referred to as a Queenstown Junior Member. The Fee for one Junior Membership is \$750.00 annually. _____

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

5. PAYMENT OF MEMBERSHIP FEES AND OTHER FEES.

A. Member Account. Member has option to have a Member Account. Member shall complete Exhibit A – Credit Card Enrollment Authorization Form to open account.

B. Queenstown Harbor All-Inclusive and Additional All-Inclusive Membership Fees. Member may elect to pay Membership Fees in a one-time lump sum payment by check, cash or credit card. Fees for All-Inclusive and Additional All-Inclusive Membership must be paid in full at time of execution of this agreement.

C. Twilight Membership Fees & Additional Twilight Membership Fees. Member may elect to pay Membership Fees in a one-time lump sum payment by check, cash or credit card. Fees for Twilight Membership and Additional Twilight Membership must be paid in full at time of execution of this Agreement.

D. Charge Privileges. Member may have charge privileges in the café, pro shop and mobile beverage carts as long as a valid credit card and authorizing signature is on file in Member Account with Atlantic Golf. Members must present their membership card at the time of charged purchases and should write their member number and signature on each sales ticket for charged purchases (“Charges”). Member may not authorize dependant children to exercise charge privileges to Member’s Account.

E. Posting. Member will be provided an itemized accounting on the 1st of the month for all Greens Fees, Guest Fees, Cancellation Fees and Charges to Member's Account for the preceding month. Unless Member provides Notice within fifteen (15) calendar days (in accordance with Section 18 below) that it disputes a Charge to the Member's Account, all Charges will be billed to Member's credit card on the 17th of the calendar month. In the event that the charge is declined, Queenstown Harbor will resubmit the charge within five (5) business days. In the event that the charge is declined again, Queenstown Harbor will immediately notify Member and demand payment for unpaid account. Member must 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 Queenstown Harbor.

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

6. **COMPLIANCE.** Member agrees to abide by Queenstown Harbor's general policies as set forth herein and as may be published by Queenstown Harbor from time to time. Queenstown Harbor believes that golf is a game and expects Members to assist Queenstown Harbor in keeping golf fun for everyone. Accordingly, Queenstown Harbor expects all Members and guests to observe all federal, state and local laws at all times. Members 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 Queenstown Harbor 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. Queenstown Harbor 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 by an adult, unless the general manager, head golf professional, or director of instruction has granted permission for an unaccompanied visit in advance.**

7. **RESERVATIONS.** For groups of 2 – 8 players, Queenstown Harbor will reserve Member's tee times for up to thirty-five (35) days in advance. For groups of 9 players or more, Member must contact the Events Department for tee times. All Members or groups of 9 or more players will be subject to regular greens fees. Single Members may walk on after checking in with golf shop staff. To maintain the integrity of play administration, all Members and their guests, if any, 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 Member Account at the regular posted greens fees for each player reserved.

8. **MEDIA RELEASE.** From time to time, Queenstown Harbor may publish photographs on its websites or marketing materials. You hereby give Queenstown Harbor, its successors and assigns, the right and permission to publish or post, for art, advertising trade or any other lawful purpose whatsoever, your name, photograph and/or likeness. You release, discharge, and agree to save Queenstown Harbor, its successors, officers, directors, employees, and agents from any liability in connection with the publication of any photograph or information pertaining to Member. 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.

9. **AVAILABILITY OF FACILITIES.** Queenstown Harbor 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 maintenance practices. Queenstown Harbor reserves the right to close the golf course and facilities for any reason in its sole discretion.

10. **GUEST POLICIES.** Members may host up to three accompanied guests at a rate of 20% off the regular posted rate for greens fees (the "Guest Fees"). All Guest Fees are payable at the time of play and may be charged to Member's Account. Guest Fees are not valid for tournaments or special events.

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 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 carts per foursome are allowed unless authorized by the Pro Shop. No more than two riders and two golf bags per cart.

12. PLAYERS CARD. Member will be issued an Atlantic Golf players card ("Players Card") which accumulates points with each purchase made by Member. Membership Fees do not count toward points on Players Card. All other purchases, including up to three (3) Guest Fees per visit will accumulate Players Card points.

13. 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. Queenstown Harbor encourages its Members to conserve energy and help protect the environment of the Chesapeake Bay watershed. Member may elect to become a "Cool Golfer" by purchasing two (2) tons of "Remoovable Energy" for a one-time purchase price of \$25.00 ("Cool Golfer Fee"). If Member elects to become a "Cool Golfer", Queenstown Harbor will reward Member by providing a \$25.00 credit in greens fees. 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 5 above.

14. EARLY TERMINATION OR SUSPENSION OF MEMBERSHIP. In the event that Member (a) becomes disabled, sick or injured for a period exceeding thirty (30) continuous calendar days; (b) is activated for military service; or (c) is relocated for business more than (i) fifty (50) miles from the Queenstown Harbor property *and* (ii) more than fifty (50) miles from Member's address set forth on the Member enrollment form, Queenstown Harbor may suspend or terminate Member's membership. In the event of disability, injury or illness, Member must provide a doctor's note to Queenstown Harbor. In the event of military service, Member must provide a copy of military orders from issuing authority. In the event of relocation, Member must provide a copy of a utility bill or other correspondence to demonstrate new domicile. In the event of termination, Queenstown Harbor will issue Member a *pro rata* refund of Membership Fees. In the event of suspension, Queenstown Harbor will not issue any refund, but will freeze membership for the suspension period. Queenstown Harbor shall not be obligated to terminate or suspend a Member's membership. Decisions regarding early termination or suspension of membership will be in the sole and absolute discretion of Queenstown Harbor.

15. NO WARRANTY. Queenstown Harbor provides the Membership Privileges 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.

16. LIMITED LIABILITY. In no event shall Queenstown Harbor, its officers, employees or agents be liable for loss of any kind or for indirect, special or consequential damages of any kind, even if Queenstown Harbor has been advised of the possibility of such damages arising from any defect or error. Member shall indemnify Queenstown Harbor, its officers, employees and agents, and protect and hold Queenstown Harbor, its officers, employees and agents 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 Member's use of Membership Privileges. Queenstown Harbor 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 Member's inability to use Membership Privileges. Queenstown Harbor's entire liability and that of its officers, employees, agents and any third party providing services as part of the Membership Privileges, and Member's exclusive remedy with respect to any matter arising out of this Agreement, is limited to the actual amount paid for Membership Fees.

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

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

18. **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, 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 Queenstown Harbor 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.

19. **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.

I HEREBY CERTIFY AND REPRESENT THAT I AM OVER THE AGE OF 18 YEARS, HAVE READ AND FULLY UNDERSTAND ALL TERMS OF THE MEMBERSHIP CONTRACT AND I INTEND TO BE LEGALLY BOUND AGREE TO ABIDE BY ALL TERMS. THIS AGREEMENT REPRESENTS THE ENTIRE AGREEMENT AND SUPERSEDES ANY PRIOR AGREEMENT OR UNDERSTANDING CONCERNING THE SUBJECT MATTER HEREOF.

MEMBER SIGNATURE: _____
(A parent or guardian must sign for members under 18

Date: _____

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

Member to Initial in Box **A** (Does not apply if paid by check or cash)

Member to Initial in Box **B** if account is to be used for Pro Shop, Café, mobile beverage & snack cart purchases.

- a) The undersigned hereby authorizes Atlantic Golf to charge the full Membership Fee of \$_____ to Members authorized credit card account.

- b) The undersigned further authorizes Atlantic Golf to charge on a monthly basis, the balance due on the Member Account arising from Greens Fees, Cancellation Fees, purchases from the Pro Shop, café, mobile beverage and snack carts during the Term of the Membership to Member's authorized credit card account.

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, 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) MASTERCARD VISA DISCOVER AMERICAN EXPRESS

Signature: _____
Name on Credit Card: _____
Credit Card Number: _____
Expiration Date: _____
CV Number: _____

Date of this Authorization: _____