

**ROCK PILE
MEMBERSHIP AGREEMENT**

This Membership Agreement (this “Agreement”) is entered into on the date set forth on the signature page hereto (the “Effective Date”) by the undersigned member (the “Member” or “you”) and Rock Pile Golf Club Greenwich LLC (“Rock Pile”).

RECITALS

Rock Pile operates a semi private-golf facility. Member desires an opportunity to enjoy the Rock Pile facilities and to obtain certain privileges and hereby agrees to become a member, on the terms and conditions set forth herein.

For good and valuable consideration, the parties covenant and agree as follows:

1. **MEMBERSHIP TERM.** Upon payment of the Initiation Fee (as defined below), and so long as Member has timely paid the Monthly Dues (as defined below) and is otherwise in compliance with the terms of this Agreement and any policies or guidelines of Rock Pile, membership privileges will be active from the Effective Date until December 31st of the year of the Effective Date (the “Initial Term”).

After the Initial Term, this Agreement shall automatically renew for successive one (1) year calendar periods, unless the Member provides thirty (30) days written notice to Rock Pile of nonrenewal prior to the expiration of the then current term.

The Initial Term together with any renewal periods are referred to herein as the “Term”.

For the avoidance of doubt, if the Member fails to give Rock Pile written notice of nonrenewal prior to the expiration of the then current Term, then the Term shall automatically renew for another calendar year, and Member shall remain fully liable pursuant to this Agreement for the extended twelve (12)-month Term subject to any increase in Monthly Fees that Rock Pile has established for such time period.

You consent to the use of electronic means to complete this Agreement and to deliver any notices pursuant to this Agreement, including any notices regarding the renewal or nonrenewal of this Agreement.

Your initial designation of type of membership as listed on Exhibit A (“Membership Type”) shall be as you indicate on your signature page hereto.

Members may change their designation of Membership Type or resign as a Member and termination their status as a Member at any time during the Term on ninety (90) days' written notice to Rock Pile.

Execution of this Agreement, payment of the Initiation Fee or Monthly Dues, and being a "member" of Rock Pile does not give Member any right, interest or ownership in Rock Pile or any of its members, managers or affiliated entities. Notwithstanding use of the term "member", Member acknowledges and agrees that Member is not a member of Rock Pile as such term is used in the Connecticut limited liability company act.

Membership privileges are limited to the Member and may not be sold, transferred or otherwise assigned in any manner. Privileges shall cease and terminate upon death of a Member.

Rock Pile may revoke Member's status as a Member and membership privileges, at Rock Pile's sole and absolute discretion at any time, including if the Member violates the terms of this Agreement or any policy or guideline of Rock Pile, or does harm to Rock Pile's or any of its members, guests or other stakeholder's property or reputation.

2. **SUSPENSION OF TERM**. In addition to the rights provided in Section 1 above, if a Member would like to suspend his or her status as a Member due to such Member's relocation, health, financial hardship or other reasonable basis, then the Member may also request Rock Pile to implement a suspension, which Rock Pile may approve or disapprove it its sole and absolute discretion. In no event shall a suspension be for a period of longer than one (1) year. During a suspension, Member's Membership Privileges (as defined below) and status as a Member shall terminate, and the Member shall owe no Monthly Dues. Upon such Member resuming his or her status as a Member, no new Initiation Fee shall be required.
3. **MEMBERSHIP PRIVILEGES**. During the Term, Member will receive certain benefits which may vary and are dependent upon the type of membership elected. The privileges of becoming a Member for all Membership Types include unlimited golf, golf bag storage, locker room access, food and bar access at Rock Pile's bar and grill, access to members-only events and preferred event booking (the "Membership Privileges"). All Membership Privileges are provided on a first come, first serve basis. Certain Membership Privileges, including without limitation golf bag storage and attending private events, may also require an additional charge. Rock Pile reserves the right to modify Membership Privileges, and their costs at any time.
4. **PRIVATE EVENTS**. From time to time, Rock Pile will host private events and need to close all or a portion of its facility. Rock Pile will endeavor to give Members at least fifteen (15) days advance notice of such private events, when possible.

5. **GUESTS**. Members are entitled to bring guests to Rock Pile in accordance with the number of guests permitted under their current Membership Type. Each additional guest brought by a Member to Rock Pile beyond what is included in a Member's Membership Type, is subject to an additional fee, which shall be established by Rock Pile from time to time and is currently \$50 per day, per guest. Rock Pile reserves the right to change its guest policy and the amount of the guest fee at any time. A Member cannot bring the same guest more than one (1) time per calendar month, or more than ten (10) times per calendar year. Members shall be responsible for their guests' compliance with this Agreement and all policies and guidelines of Rock Pile. Members shall also be responsible for all charges incurred by their guests.
6. **DAMAGES**. Members shall be responsible for all damages caused to Rock Pile facilities and/or equipment by such Member and/or by any of their guests.
7. **HOURS OF OPERATION**. Rock Pile's hours of operation are subject to change, at any time. Rock Pile will be closed to Members on Tuesdays for private events. Rock Pile may be closed to Members for events on alternate days, as noted above.
8. **MEMBERSHIP TYPES**. Rock Pile currently provides the Membership Types provided on Exhibit A. Some Membership Types may not be available to all Members, depending on location of residence. Member's initial designation of Membership Type shall be as indicated on Member's signature page hereto. Members may change their Membership Type as indicated in Section 1 above.
9. **MEMBERSHIP FEES**. The one-time initiation fee as for becoming a Member (the "Initiation Fee") and the monthly dues (the "Monthly Dues") for the various Membership Types is set forth on Exhibit A. All lessons, merchandise and food and beverages purchases shall be in addition to the Initiation Fee and Monthly Dues and shall be charged to the Member's account which shall be paid in full each month. Rock Pile will provide to Member, in writing (which may be provided electronically, including via email), at least one month before the expiration of the then current Term, any change in the Monthly Dues for any renewal portion of the Term; provided, however, Rock Pile shall not raise the Monthly Dues by more than five percent (5%) during any fiscal year. The Monthly Dues are established by calendar month and for any partial month during the Term for which the Member is a Member, the Monthly Dues for such month shall be prorated.
10. **MEMBERSHIP PAYMENTS**. The Initiation Fee shall be due at the time of execution of this Agreement. The Monthly Dues shall be paid in full or at the election of the Member, in (12) twelve monthly installments due in advance on or prior to the 1st of each month. Monthly Dues will be paid by credit card or check. The Initiation Fee is not refundable for any reason, including

if a Member dies, resigns is removed by Rock Pile or if in the future Rock Pile elects to reduce the Initiation Fee. In the event Rock Pile elects to terminate a Member's membership, Rock Pile in its discretion may elect to return a pro-rated portion of the Monthly Dues, based on the date of termination.

11. **ASSESSMENTS**. Rock Pile may in the future declare that an additional assessment payment is due, and condition continued membership on payment of such assessment.
12. **SALES TAXES**. All charges by Rock Pile, including the Initiation Fee and Monthly Dues, shall be subject to applicable state sales tax.
13. **EARLY TERMINATION OR SUSPENSION OF MEMBERSHIP**. Rock Pile may suspend or terminate Member's membership at any time in its sole discretion. Decisions regarding early termination or suspension of membership will be determined by Rock Pile, in its sole and absolute discretion.
14. **MONTHLY CHARGE ACCOUNTS**. Member agrees to be responsible for and pay all fees, dues and other charges for which Member or one of his or her guests incur at Rock Pile, on or before the due date as provided herein (the "Monthly Charges"). Member acknowledges and agrees that any delinquency in paying any amount due hereunder, including without limitation the Monthly Charges, will result in a late charge of \$75.00 for amounts due that are under \$1,000 and a late charge of 6% for amounts due that are \$1,000 or more. Member also acknowledges that delinquent amounts may result in suspension or termination of membership at Rock Pile.
15. **WAIVER & RELEASE AGREEMENT**. Any participation in activities at Rock Pile by a Member or his or her guests will require such participant to execute and deliver a Waiver & Release Agreement to Rock Pile on a form acceptable to Rock Pile.
16. **ENTIRE AGREEMENT**. This Agreement together with the Waiver and Release Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.
17. **SUCCESSORS AND ASSIGNS**. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. However, neither this Agreement nor any of the rights of the parties hereunder may otherwise be transferred or assigned by any party hereto, except that Rock Pile may assign this Agreement to any of its Affiliates without the consent of the Member and in the event

that Rock Pile shall merge or consolidate with or into, or sell or otherwise transfer substantially all its assets to, another company which assumes the Rock Pile's obligations under this Agreement, Rock Pile may assign its rights hereunder to that company.

18. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.
19. **HEADINGS.** The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
20. **AMENDMENT AND MODIFICATION; WAIVER.** This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
21. **SEVERABILITY.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
22. **GOVERNING LAW; SUBMISSION TO JURISDICTION.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Connecticut without giving effect to any choice or conflict of law provision or rule (whether of the State of Connecticut or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Connecticut. Any legal suit, action, or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in the federal courts of the United States of America or the courts

of the State of Connecticut in each case located in the county of Fairfield, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action, or any proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

23. **WAIVER OF JURY TRIAL.** Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby. Each party to this Agreement certifies and acknowledges that (a) no representative of any other party has represented, expressly or otherwise, that such other party would not seek to enforce the foregoing waiver in the event of a legal action; (b) such party has considered the implications of this waiver; (c) such party makes this waiver voluntarily; and (d) such party has been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this section.

24. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall together be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

25. **ATTORNEYS FEES.** The prevailing party in any legal suit, action, arbitration, or proceeding arising out of or relating to this Agreement shall be entitled to recover, in addition to all other damages to which that party may be entitled, the costs and expenses incurred by such party, including attorney's fees and expenses, arbitrator fees, and other arbitration or court cost.

Signatures follow.

IN WITNESS WHEREOF, the parties hereto have executed this Membership Agreement on the date set forth below.

MEMBER:

I acknowledge and agree that I have been provided a full copy of this Membership Agreement by Rock Pile and I agree to its terms. I acknowledge and agree that the term of this Agreement automatically renews, unless I provide notice of non-renewal thirty (30) days prior to the expiration of the then current term.

SIGNATURE: _____

PRINTED NAME: _____

MEMBERSHIP TYPE: _____

DATE OF EXECUTION BY MEMBER: _____

LOCATION OF EXECUTION BY MEMBER: _____

ROCK PILE:

Rock Pile Golf Club Greenwich LLC

By: _____

Name:

Its:

Exhibit A
MEMBERSHIP TYPES

Individual

- \$4000.00 Initiation Fee
- \$450.00 Monthly Dues

Family

- \$5,000.00 Initiation Fee
- \$500.00 Monthly Dues

Junior Executive

- \$2,500.00 Initiation Fee
- \$225.00 Monthly Dues