

D'ANDREA GOLF CLUB

MEMBERSHIP AGREEMENT

I. INFORMATION

PERSONAL

Applicant's Name _____

Social Security Number _____ Birth Date _____

Spouse's Name _____ Birth Date _____

Social Security Number _____ Anniversary Date _____

Local Address _____
Number Street State Zip Code

Out of Town Address _____
Number Street State Zip Code

Telephone: _____ Telephone: _____
Local Residence () Out of Town ()

Fax Number () _____ E-mail Address _____

Unmarried children under the age of 23:

Name	Birth Date	Charge Privileges
_____		() Yes () No
_____		() Yes () No
_____		() Yes () No

Extended Family Members:

Name	Relationship to Applicant
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____

BUSINESS

Applicant's Company Name _____ Title _____

Business Address _____

Telephone () _____ Years in Present Employment _____ Retired _____

Fax Number () _____

Spouse's Company Name _____ Title _____

Business Address _____

Telephone () _____ Years in Present Employment _____ Retired _____

Fax Number () _____

BANKING RELATIONS

1. _____

Name of Institution _____ Address _____

_____ () _____

Officer to Contact _____ Telephone Number _____

2. _____

Name of Institution _____ Address _____

_____ () _____

Officer to Contact _____ Telephone Number _____

CLUB REFERENCES

1. _____

Name of Club/Organization _____ Year Accepted _____

Type _____ Address _____

() _____

Telephone _____ Contact Person _____ Present/Former Member _____

2. _____

Name of Club/Organization _____ Year Accepted _____

Type _____ Address _____

() _____

Telephone _____ Contact Person _____ Present/Former Member _____

PERSONAL REFERENCES

1. _____
 Name Address ()

 Years Known Telephone Number

2. _____
 Name Address ()

 Years Known Telephone Number

II. MEMBERSHIP AGREEMENT

A. PURCHASE OF MEMBERSHIP

The undersigned hereby applies for the following category of membership in D'Andrea Golf Club (the "Club"): [Choose category and individual or family classification]

<u>MEMBERSHIP CATEGORY</u>	<u>INDIVIDUAL</u> <u>TOTAL INITIATION</u> <u>FEE PAID</u>	<u>FAMILY</u> <u>TOTAL INITIATION</u> <u>FEE PAID</u>
Golf Membership	\$ _____	\$ _____
Executive Membership (over age 54)	\$ _____	\$ _____
Social Membership	\$ _____	\$ _____

I hereby agree to pay to the Club the initiation fee and the membership dues for the category and classification of membership selected. The amount of dues for each membership category is described on a separate Schedule of Dues, Fees and Charges. In the event that any amounts owed to the Club are not paid on a timely basis, I understand that I may be charged a late payment charge in accordance with the Club's Rules and Regulations.

A member may change, effective at the beginning of a membership year, from the individual classification to the family classification by paying the difference, if any, between the initiation fee for the family classification then in effect and the initiation fee paid by the member and will be obligated to pay the family classification dues as determined by the Club from time to time. A member may change, effective at the beginning of the membership year, from the family classification to individual classification, but shall not be entitled to a refund of any portion of the initiation fee paid by the member based upon the change of classification.

Membership is contingent upon approval by the Club, which approval shall be at its discretion. Upon signing this Agreement, the undersigned authorizes the disclosure and release of information to the Club for investigating my qualifications for membership, including my credit history and agree to hold the Club harmless from any and all such acts.

B. INITIATION FEE NOT REFUNDABLE EXCEPT UPON RECALL OF MEMBERSHIP WITHOUT CAUSE

The initiation fee paid for the membership (the "Initiation Fee") is non-refundable other than as a result of a recall of the membership by the Club without cause within the first forty eight (48) months of the membership. A portion of the initiation fee will be refunded, without interest, if the membership has been recalled by the Club without cause within the first forty-eight (48) months of the membership. Such refund will be made according to the schedule set forth below.

Effective Date of Recall of Membership Months	Percentage of Initiation Fee to be Refunded Upon Recall of Membership Without Charge
1-12	100%
13-24	75%
25-36	50%
37-48	25%
49 +	0%

Any such refund shall be paid by the Club within 60 days after the effective date of the Club's recall of the membership without cause. The obligation to repay the portion of the Initiation Fee determined in accordance with the schedule set forth above shall be subject to set-off for all amounts due under the Membership Plan and Rules and Regulations which remain unpaid as of the effective date of the recall of the membership.

C. ACKNOWLEDGMENT OF MEMBERSHIP RIGHTS

Membership in the Club permits the member to use the Club Facilities referred to in the Membership Plan in accordance with the Membership Plan and the Rules and Regulations of the Club. Membership in the Club does not give a member an equity or ownership interest or any other property interest in the Company referred to below or the Club Facilities, or a vested or prescriptive right or easement to use such facilities. A member only acquires a revocable license to use the Club Facilities in accordance with the terms and conditions of the Membership Plan and the Rules and Regulations, as the same may be amended from time to time, and this Membership Agreement. All rights and privileges of members under the Membership Plan, the Rules and Regulations and this Membership Agreement, are subordinate to the lien of any mortgage or deed of trust encumbering the Club Facilities from time to time. The Club reserves the right to modify the Membership Plan and Rules and Regulations, including without limitation, the use privileges of members, to reserve memberships, to sell, lease or otherwise dispose of the Club Facilities, to add, eliminate, issue or modify any type, category or class of membership, to recall any membership and to recall all memberships at any time for any or no reason whatsoever, to convert the Club into a membership-owned club, to convert the Club into a daily fee course without memberships, and to make any other changes in the terms and conditions of membership or in the Club Facilities available for use by members or others. In the event that the Club Facilities are sold and the buyer assumes liability for the repayment of the appropriate Initiation Fee in the event a

membership is recalled without cause as provided in this Membership Agreement, the member shall look solely to the new owner for repayment of the applicable portion of the Initiation Fee and the seller of the Club Facilities shall be released from all liability for the repayment thereof. In the event of a sale of the Club Facilities, the buyer shall take title subject to the terms and provisions of the then existing Membership Plan.

The undersigned hereby acknowledges that the use of the Club Facilities and any privilege or service incident to membership is undertaken with knowledge of risk of possible injury. I hereby accept any and all risk of injury to myself, my guests and my family sustained while using the Club Facilities or involved in any event or activity incident to membership in the Club. In accepting the risk of injury, I understand that I am relieving D'Andrea Nevada Golf Club, LLC (the "Company"), its affiliates, their successors and assigns and their respective directors, officers, partners, shareholders, members, employees and agents and the members of the advisory Board of the Club and any Club committee from any and all loss, cost, claims, injury, damages or liability sustained or incurred by me, my guests and my family resulting from or arising out of any conduct or event connected with membership in the Club and use of any of the Club Facilities.

D. MEMBERSHIP PLAN DOCUMENTS

I hereby acknowledge receipt of D'Andrea Golf Club Membership Plan and Rules and Regulations and that I have read and understand them, and agree to be bound by the terms and conditions thereof as the same may be amended from time to time by the Club. I agree to substitute fully the membership privileges acquired pursuant to the Membership Plan, Rules and Regulations and this Membership Agreement for any present or prior rights in or to use of the Club Facilities. I further acknowledge that I am not relying on any oral representations in acquiring a membership in the Club.

This Membership Agreement may not be amended or modified, nor shall any waiver of any provision hereof be effective, except by an instrument in writing executed by the undersigned and the Club. This Membership Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Nevada, without giving effect to principles of conflicts of law.

If the applicant is married, both the applicant and spouse must sign below.

Dated: _____
Applicant's Signature

Dated: _____
Spouse's Signature

This Membership Agreement shall not be binding on the Club until the acceptance below is signed.

ACCEPTED BY:

**D'ANDREA GOLF HOLDINGS, LLC,
a Delaware limited liability company**

**By: Synergy Golf Holdings, LLC,
a Delaware limited liability company
Its: Manager**

**By: Synergy Golf Partners, LLC,
a Delaware limited liability company
Its: Managing Member**

By: _____
Authorized Representative

Date: _____

D'ANDREA GOLF CLUB
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