

EAST RIVER 9

2024 Corporate Membership Application and Agreement

I. PURCHASE OF MEMBERSHIP

The undersigned entity (the "Company") hereby applies for the following category of Corporate Membership in the East River 9 Golf Club (the "Club"):

| MEMBERSHIP CATEGORY | MONTHLY FEE |
|---|-------------|
| ___ <i>Bronze</i> - 12 golf rounds per month | \$400.00 |
| ___ <i>Silver</i> - 24 golf rounds per month | \$700.00 |
| ___ <i>Gold</i> - 36 golf rounds per month | \$1,000.00 |
| ___ <i>Platinum</i> - unlimited golf rounds per month | \$6,000.00 |

[all memberships include: one small bucket of complimentary range balls for per player/per golf round; priority tee time booking (one week prior to booking open to public by contacting pro shop); 15% discount on all Club Pro Shop merchandise (excluding equipment, balls and gloves); and 15% discount on all food and non-alcoholic beverage purchases at the Riverhouse restaurant]

Company hereby agrees to pay to the Club the applicable monthly fee set forth above (the "Monthly Fee") together with any applicable sales tax or other taxes, for the category of membership selected. Upon approval by the Club of this application, Company agrees to pre-pay for 12 months of Monthly Fees for the selected membership level in order to activate the membership. Membership is contingent upon approval by the Club, which approval shall be at the Club's sole and absolute discretion. Company shall designate in writing to the Club which employees or clients of the Company are entitled to use the Club facilities under this Corporate Membership - ONLY EMPLOYEES AND CLIENTS OF COMPANY ARE PERMITTED TO USE CLUB FACILITIES. Club will track golf rounds against Company's membership level, which will be provided by Company to its employees and clients wishing to use the Club facilities. Company may not transfer or assign its membership.

Company agrees that after expiration of the first twelve months of this membership, (i) this membership will renew on a monthly basis, until a written and signed cancellation is submitted by the Company to the Club or notice of cancellation is mailed by the Club to Company as provided below and (ii) the Club reserves the right to increase the Monthly Fees by notifying Company in writing 30 days prior to such increase. In the event of a default of this Membership Agreement by the Company, Club shall have the option to revoke this membership with no refund of any amount previously paid. Membership may be cancelled by Company by submitting a formal request of cancellation and such cancellation will be honored under the following terms: The form is completed and received a minimum of 30 days prior to requested cancellation date and the form must be emailed or be personally delivered to the Club. The Club may at any time cancel, modify or change any membership costs and/or privileges upon written 30-day notice emailed to the Company. Any notice sent is calculated from the earlier of the date the notice is mailed or received in-person.

II. PAYMENT OF DUES, FEES AND CHARGES

Company agrees that all dues, fees and charges be billed directly to the Company's club account. Company agrees to keep a valid credit card on file with the Club at all times during its membership, and Company consents to the Club's automatic charging of such credit card, on or after the due date, with any sums owed on Company's club account. In the event that any amounts owed to the Club are not paid on a timely basis, Company may be charged

a late fee. Company acknowledges that the Club may take whatever action it deems necessary to effect collection, including without limitation, suspension or termination of Company's privileges or membership, and that Company shall be liable for all costs.

III. ACKNOWLEDGMENT

Company hereby acknowledges receipt of the Membership Agreement and that it has read and understands it and agrees to be bound by the terms and conditions thereof as the same may be amended from time to time by the Club. Company further acknowledges that it is not relying on any oral representations of any party in acquiring membership in the Club. Company has reviewed and obtained all information that it believes necessary to its decision to execute this Membership Agreement. Company further acknowledges that it has the right to consult with an attorney in connection with the execution of this Membership Agreement, and that Company has consulted with an attorney to the extent it believes such advice is necessary. Company specifically grants the Club a security interest in the membership issued to the Company for any amounts owed by the Company to the Club.

IV. RELEASE

Company 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. Company hereby accepts any and all risk of injury to Company's employees, agents, guests, invitees and family members sustained while using the Club facilities or while involved in any event or activity incident to membership in the Club. In accepting the risk of injury, Company acknowledges and, on behalf of its employees, agents, guests, invitees and family members acknowledges, that each understands that they are relieving the Club and its successors and assigns and each of its board of directors, officers, partners, employees, representatives and agents and the other members of the Club and any Club committee and all such committees' members from any and all loss, cost, claims, injury, damages or liability sustained or incurred by Company, its employees, agents, guests, invitees and family members resulting from or arising out of any conduct or event connected with membership in the Club and use of any of the Club facilities (the "Claims") and Company hereby agrees to indemnify, defend and hold harmless the Club from and against any and all such Claims.

V. MISCELLANEOUS

Company hereby submits this fully executed Corporate Membership Application and Agreement which is irrevocable by Company after delivery, unless Company is not approved for membership. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas without giving effect to principles of conflicts of law. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which shall be deemed one and the same instrument. Electronic signatures on this Agreement shall be treated as and given full force and effect as original signatures. Company hereby acknowledges and agrees that the Club may pledge or assign its interest under this Agreement and the liability of the assignor shall be terminated as to events occurring after assignment.

The golf course and facilities will be maintained to allow for normal golf activities. There is no guarantee as to the condition of the course or any amenity included in this membership. Members will have access to amenities subject to availability, which is to be determined at the sole discretion of the Club. Certain private and public events may dictate that the golf course, practice areas, restaurant and/or other areas of the Club may be unavailable to the Company for a limited duration. Company understands and agrees that nothing in this Membership Agreement shall entitle member to any of the facilities on any particular day nor to any discount or refund on account of any limited access. Company further understands that access to the course, practice facility and the restaurant and other privileges and benefits may be limited by the Club as necessary. No member is entitled to a refund or return of amounts due to damage to or condition of the golf course or any amenity. Further, the Club shall have no liability for temporary suspension of any privilege due to maintenance, repair, construction, improvements, acts of God, inclement weather, utility disruptions or any and all other matters beyond control of the Club.

COMPANY IS ACQUIRING A MEMBERSHIP FOR THE SOLE PURPOSE OF OBTAINING RECREATIONAL USE OF THE CLUB FACILITIES, AND NOT AS AN INVESTMENT OR FOR ANY ECONOMIC PROFIT OF ANY NATURE FROM THE MEMBERSHIP IN THE CLUB.

COMPANY:

By: _____

Name: _____

Title: _____

Address _____ State _____, Zip Code _____.

Dated: _____, 20_____

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

ACCEPTED BY:

East River Lead Ventures, LLC
A Texas limited liability company

By: _____

Printed Name: _____

Title: _____

Dated: _____