BARDO
CLUB

MEMBERSHIP AGREEMENT

This agreement is a Membership Agreement under Club Bardo (herein, the "Club Bardo" and "Company"). Membership Plan(s) (as amended, modified, or supplemented from time to time by the "Club") referred to herein after, the "Membership Plan". Bylaws and Agreement trump any collateral that will change. "Fees" are the charges, prices, and fees set forth in the terms on the Fee Schedule within the membership application.

Capitalized terms used and not otherwise defined in this Membership Agreement have their respective meanings given in the Membership Plan.

MEMBERSHIP

Founding Member
Single – sole individual
Couple – legally bound couple or domestic partnership (two persons)
Family - legally bound couple or domestic partnership (with children under the age of 25)

Member
Single – sole individual
Couple – legally bound couple or domestic partnership (two persons)
Family - legally bound couple or domestic partnership (with children under the age of 25)

CURRENT PRICING

Initiation Fee:

Younger Member:
Members that meet the application requirements and are under the age of 40 years old $3,800

Young Member:
Members that meet the application requirements and are 40 years old and above
$4,800

All Members	Club Dues (monthly)	Minimum Spend (monthly)
Single	$200	$200
Couple	$250	$200
Family	$300	$200

PURCHASE OF MEMBERSHIP

The undersigned (here in the "Member") agrees to purchase a Membership at Club Bardo.

The Member hereby agrees to pay to the Club (as defined below) the Initiation Fee required for the Membership, together with any applicable sales tax or other taxes with respect to the payment of the Initiation Fee. The Initiation Fee is payable upon submission of this Membership Agreement. The Member hereby authorizes the Club to collect the Initiation Fee and any applicable sales tax or other tax by using the payment mechanism selected by the Member relating to Club Dues and Minimum

Spend balance. The Member acknowledges and agrees that the Initiation Fee paid is non-refundable under any circumstances, except as otherwise expressly provided here in or in the Membership Plan.

PAYMENT OF DUES, MINIMUM, FEES, AND CHARGES

The Member hereby agrees to pay to the "Club " (i.e., the Company, or its successors or assigns, and/or their respective designees trading as the Club Bardo (700 Drayton Street, Savannah, GA 31401) the applicable Club Dues and Minimum Spend together with any applicable sales tax or other taxes with respect thereto. The amount of Club Dues and Minimum Spend is subject to change at the Club's sole discretion.

The Member can elect to have Club Dues and Minimum Spend balance (if applicable) paid by the (i) Club's debiting of an account at a bank or other financial institution on file with the Club Bardo or (ii) billed to a credit card on file with the Club Bardo and paid by the credit card company. Charges incurred in connection with the exercise of membership privileges will be billed to a credit card on file with the Club Bardo. The Member understands that the Member is obligated to always keep a valid approved credit card on file with Club Bardo and the Member by execution hereof authorizes the Club to charge Club Dues and Minimum Spend balance and charges incurred in connection with the exercise of membership privileges (if so, elected by the Member), and applicable fees to such credit card. In the case of payment by credit card, the Member shall be responsible for a three (3) percent processing fee. The Member is responsible for any amounts that are not paid by the credit card company, and if applicable, the bank or other financial institution.

The Member hereby authorizes payment of the Initiation Fee by the Member selected payment method by execution hereof. Club Dues and Minimum Spend balance (if applicable) will be charged to the Member on the 1st of each month.

House account charges are any charges made by member paid by signature and provided unique member identification number. The Member authorizes house account charges to be reconciled from the account on file at time of signature.

In the event that any amounts owed are not paid on a timely basis as provided for in the Club Bardo Member Bylaws (as amended, modified or supplemented from time to time, the "Bylaws"), the Member understands that the Member may be subject to a late payment charge as well as certain disciplinary action, in accordance with the Bylaws.

Club Dues, Minimum Spend, and Initiation Fees are Non-Refundable.

ACKNOWLEDGMENT OF MEMBERSHIP RIGHTS

The Member acknowledges that membership in Club Bardo permits the Member to use the Club/Hotel Facilities in accordance with the Membership Plan, Member Bylaws and Membership Agreement. Membership at Club Bardo is not an investment in the Company, Club Bardo or the Club/Hotel Facilities and does not give a member a vested or prescriptive right or easement to use the Club/Hotel Facilities. Membership in Club Bardo does not provide a member with an equity or ownership interest or any other property interest in the Company, Club Bardo or the Club/Hotel Facilities. A Member acquires only a revocable license to use the Club/Hotel Facilities in accordance with the terms and conditions of the Membership Plan, the Member Bylaws, and the Membership Agreement, as the same may be amended, modified, or supplemented from time to time. All rights

and privileges of members under the Membership Plan, the Member Bylaws, and the Membership Agreement are subordinate to the lien of any mortgage, deed of trust, or other security-type instruments, encumbering the Club/Hotel Facilities from time to time.

The Club reserves the right, in its discretion, to terminate, amend, modify or supplement the Membership Plan and the Member, to reserve memberships, to add, issue, modify, terminate or discontinue the offering of any type, category or class of Membership, dues or monthly minimum category or classification, to recall any Membership at any time and for any or no reason whatsoever, convert Club Bardo into a member-owned Club, to discontinue the operation of any or all of the Club/Hotel Facilities, and to make any other changes in the terms and conditions of membership or in the Club/Hotel Facilities or services available to members.

In the event of a recall of the subject Membership, the Member shall be entitled to a refund of a prorated amount of Club Dues paid in advance.

Any refund owed as provided for above shall be without interest.

The Company, for itself and on behalf of its successors and assigns, reserves the right to sell, merge, assign, convey, transfer, or otherwise dispose of any or all of its rights, title and interest in the Club/Hotel Facilities to any party or parties. Upon any such sale, merger, assignment, conveyance, transfer or other disposition of all right, title and interest in the Club/Hotel Facilities, the transferring party shall be relieved of and released from any and all obligations under the Membership Plan, the Member Bylaws, and each Membership Agreement then in effect (including, without limitation, the obligation to refund any Initiation Fees as provided for herein or in the Membership Plan), provided however, the purchaser/transferee or the surviving company acquires such right, title and interest subject to the terms and conditions of the Membership Plan, the Member Bylaws, and Membership Agreements then in effect and assumes the obligations of the transferring party thereunder.

The Member shall be obligated for all acts of the Member and the Member's guests in connection with their use of the Club Bardo premises including the Club/Hotel Facilities, or otherwise relating to the Member's Membership. The Member shall be liable for all claims, losses, damages and costs and other liability (collectively, "Claims") to the extent caused by the Member or a guest in their respective use of, or presence on or about, the Club Bardo premises including the Club/Hotel Facilities. The Member agrees to indemnify, defend (with counsel reasonably acceptable to the Club) and hold the Club, as well as any third-party manager of the Club/Hotel Facilities engaged by the Club, their respective affiliates, their respective successors and assigns, and their respective shareholders, partners, directors, officers, members, managers, employees, representatives and agents (collectively, the "Indemnified Parties"), free and harmless from, against and with respect to all such Claims.

The Member and each guest accept and assume all risks and responsibilities associated with use of Club/Hotel Facilities or any other facilities or services at the Club Bardo premises, including, but not limited to, all risks of bodily injury or damage to property (even if such bodily injury or damage to property is due to the negligence of one or more Indemnified Parties). The Member acknowledges that if the Member or guest makes or accepts the use of any apparatus, equipment, facility, privilege or service whatsoever owned, leased, made available or operated by any Indemnified Party, or participates in any function or other activity made available, operated, organized, arranged or sponsored by on Indemnified Party, either on or off the Club Bardo premises, then the Member or guest shall do so at his or her own risk. The Member, on behalf of the Member and all the Member's guests, hereby releases and agrees to hold all of the Indemnified Parties free and harmless, from,

against and with respect to any and all Claims resulting from the matters described above in this paragraph or otherwise arising out of or incident to membership in Club Bardo or use of the Club Bardo premises including the Club /Hotel Facilities. The Member and each of the Member's guests shall be obligated to execute and deliver such forms, consents, waivers and / or releases of liability and indemnities, as prepared and requested by the Club from time to time. In the event of any inconsistency between the provisions of this Membership Agreement and the provisions contained in any such consent, waiver and/ or release of liability, or indemnity, the provisions contained in the form document shall control.

MEMBERSHIP PLAN DOCUMENTS

The Member hereby acknowledges receipt of the Member Bylaws, and that the Member has read and understands them and agrees to be bound by the terms and conditions thereof as the same may be amended, modified, or supplemented from time to time by the Club. The Member further acknowledges that the Member is not relying on any oral representations in acquiring a Membership in Club Bardo.

The failure of the Club to insist upon a strict performance of any of the terms or provisions of the Membership Plan, the Member Bylaws, and / or the Membership Agreement, or to exercise any option, right or remedy contained therein, shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. To the extent that any provision of the Membership Plan, the Member Bylaws, and/or the Membership Agreement may be held to be invalid or legally unenforceable by a court of competent jurisdiction, the remaining provisions thereof shall not be affected and shall be given full force and effect.

All issues and controversies arising out of this Membership Agreement shall be governed by the laws of the State of Georgia without regard to conflict of laws principles. The prevailing party in any litigation, arbitration or other dispute resolution arising out of this Membership Agreement or otherwise relating to membership in the Club Bardo shall be awarded attorneys' fees and costs.

The Club may pledge or assign this Membership Agreement.
This Membership Agreement is binding upon commencement of Membership.