

SOMERBY GOLF CLUB
MEMBERSHIP APPLICATION

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(A) Personal:

Applicant's Name: _____

Date of Birth: _____

Spouse's (or Spouse Equivalent) Name: _____

Date of Birth: _____

Residence Address: _____

Billing Address (if different from above):

How long at present address: _____ If less than two years, please give prior address:

Prior Address: _____

Telephone: (____) _____ (Home) (____) _____ (Business)

E-Mail Address: _____

(Check if Applicable) _____ E-Mail to be listed on membership roster

_____ Phone numbers to be listed on roster

Applicant's Occupation or Business _____ Position: _____

Employed by _____

Spouse's Occupation or Business _____ Position _____

Employed by _____

Present or Past Club Affiliations:

1. _____
(Name) (City) (Phone)

2. _____
(Name) (City) (Phone)

Referred by _____

Applicant's Golf Index _____

Spouse's Golf Index _____

(B) Unmarried Children Under Age 22 Living With You or Attending College Full-Time:

_____ (First)	_____ (Initial)	_____ (Date of Birth)	_____ (First)	_____ (Initial)	_____ (Date of Birth)
_____ (First)	_____ (Initial)	_____ (Date of Birth)	_____ (First)	_____ (Initial)	_____ (Date of Birth)

(C) Financial References

1. _____
(Name) (Contact) (Phone)

(Street) (City) (State)

2. _____
(Name) (Contact) (Phone)

(Street) (City) (State)

(D) Other References:

1. _____
(Name) (Relationship) (Phone)

(Street) (City) (State)

2. _____
(Name) (Relationship) (Phone)

(Street) (City) (State)

(E) Business and Financial History:

The following information is needed in order to determine whether the issuance of the Club Membership to the undersigned satisfies certain regulatory and suitability requirements.

1. Business or professional education and the degree received, if applicable:

School	Degree	Year Received

1. Applicant has read the Somerby Golf Club Amended and Restated Membership Plan (the "Membership Plan") and the other exhibits attached to the Membership Plan and understands the contents of those documents.
2. Applicant, having read the Membership Plan, understands how the Club will be governed, including the fact that the Company owns, operates, and maintains the Club Facilities. Applicant understands the risks of acquiring a Membership described in the Membership Plan, and has been advised by the Company to seek independent advice on the risks and merits of purchasing a Membership.
3. Applicant understands that the Application will not be considered unless fully completed, signed, and accompanied by a check for the required deposit or fee. Applicant will provide such additional information as may be requested by the Company, and if for any reason Applicant fails or refuses to do so, the Company may refuse to consider this Application for Membership in the Club. Membership is contingent upon approval and execution of the completed Application by the Company which shall be in the Company's sole and absolute discretion. It is agreed that if this Application is not acted upon favorably, all amounts paid toward the Membership Deposit or Membership Fee shall be promptly refunded and this Membership Application and Agreement shall terminate. Applicant understands that this Application is irrevocable after mailing or delivery unless it is not approved.
4. Applicant represents and warrants that the information provided above is complete and correct. The information provided by Applicant in this Application may be relied upon by the Company in determining whether the offer and sale of a Membership to the Applicant satisfies certain regulatory and suitability requirements.
5. Applicant is purchasing the Membership hereby applied for his or her own account, solely in contemplation of the recreational and social benefits to be obtained from such Membership, and not for investment, resale, or profit. While Regular Golf Members are entitled to certain payments upon resignation as a Member if certain conditions are met, including the resale of such Membership, there are no assurances as to the demand for such Membership, the future value of such Membership upon redemption or whether the amount that may be received by the Member upon such redemption will relate to the amount paid now by the Member for the right to have such Membership redeemed in the future.
6. APPLICANT UNDERSTANDS AND ACKNOWLEDGES THAT HE/SHE UNDERSTANDS THAT CLUB MEMBERSHIPS ARE NONTRANSFERABLE, EXCEPT THAT REGULAR GOLF MEMBERS ARE ENTITLED TO CERTAIN PAYMENTS UPON RESIGNATION AS A MEMBER, BUT ONLY AFTER THE CLUB HAS RESOLD THE TERMINATED MEMBERSHIP PURSUANT TO THE MEMBERSHIP PLAN. IN ACCORDANCE WITH THE TERMS OF THE MEMBERSHIP PLAN, BUSINESS, NATIONAL, JUNIOR AND SOCIAL MEMBERSHIPS ARE NOT TRANSFERABLE AND DO NOT GIVE THE HOLDER

ANY ENTITLEMENT TO ANY PAYMENT UPON RESIGNATION OR TERMINATION.

7. The Applicant agrees to notify the Club and the Company immediately of any material change in any statements made herein occurring prior to the acceptance of the undersigned for Membership in the Club. Applicant further agrees to provide to the Club and the Company such additional information about Applicant as may be requested. Failure to provide such additional information may be a basis for canceling this Application for Membership. By signing this Application, Applicant authorizes the disclosure and release of information to the Company and/or the Club for investigating Applicant's qualifications for membership and authorizes those persons or entities listed herein to furnish information to the Company and/or the Club.

Signature of Applicant

Signature of Spouse or Spouse Equivalent

Printed Name of Applicant

Printed Name of Spouse or Spouse Equivalent

Executed at _____, Minnesota, on this ____ day of _____, 2007.

SUBMISSION OF THIS APPLICATION DOES NOT CONSTITUTE ACCEPTANCE OF THE APPLICANT FOR MEMBERSHIP IN THE CLUB. AN APPLICANT IS ACCEPTED FOR MEMBERSHIP ONLY UPON WRITTEN ACCEPTANCE OF THE MEMBERSHIP APPLICATION BY THE COMPANY, AS APPLICABLE. IN THE EVENT THE APPLICANT IS NOT ACCEPTED FOR MEMBERSHIP, THE INITIAL PAYMENT DEPOSITED WITH THE COMPANY WILL BE RETURNED TO THE APPLICANT.

A PROSPECTIVE MEMBER SHALL BECOME A MEMBER OF THE CLUB AND ENJOY THE PRIVILEGES OF MEMBERSHIP ONLY UPON THE FULFILLMENT OF EACH OF THE FOLLOWING: (I) APPROVAL FOR MEMBERSHIP; (II) AVAILABILITY OF MEMBERSHIP IN THE DESIRED CLASS; (III) SATISFACTION OF ANY OTHER CONDITIONS WHICH MAY BE ESTABLISHED FROM TIME TO TIME BY THE COMPANY; (IV) RECEIPT BY THE COMPANY OF PAYMENT IN FULL OF THE APPLICABLE MEMBERSHIP DEPOSIT OR FEE.

Approved and accepted this ____ day of _____, 2007

GOLDEN TEE DEVELOPMENT, LLC,
a Minnesota limited liability company

By: _____