

**Subscription for a Share and Membership Application for the  
The Winston Golf Club Ltd. (the "Club")**

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**Applicant Information**

<hr/> Title (Mr., Mrs. Ms. Dr.)	<hr/> Date of Birth
<hr/> Last Name, First Name, and Middle Initial	<hr/> Email Address
<hr/> Address	<hr/> (     )     -
	<hr/> Home Phone Number
<hr/> City, Province, Postal Code	<hr/> (     )     -
	<hr/> Business Phone Number
	<hr/> (     )     -
	<hr/> Cell Phone Number

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**Acknowledgements**

***ATTENTION: READ CAREFULLY BEFORE PROCEEDING***

Unless the undersigned applicant (herein referred to as the "undersigned", "I", "me", "you" or "yourself") is at the time of execution of this membership application (herein sometimes referred to as the "Application" or the "Agreement") an approved "A" golf club member and Member in Good Standing in the Calgary Elks Lodge #4 Society of the B.P.O.E. of Canada, the application set out herein is subject to approval by the Board of Directors of the Club (the "**Board**"), and the Club reserves the right to refuse any application.

It is hereby acknowledged and understood by the undersigned;

- a) that if accepted as a member/shareholder of the Club, I receive no rights other than as a shareholder plus the right to obtain annual membership with the Club in accordance with the terms and conditions for such membership;
- b) that I have read and understand the terms, covenants, provisos contained in the current Articles of Association of the Club (the "**Articles**") and all policies, rules and regulations (receipt of all of which is hereby acknowledged) and that the policies, rules and regulations may be amended from time to time by the Board;
- c) that my subscription for a share in the Club (herein, the "**Share**" shall be subject to the terms and conditions of the share subscription attached hereto as Schedule "A".
- d) that I agree to pay all dues owed and charges made on my account as evidenced in monthly statements and in accordance with the Rules and Regulations of the Club as may from time to time be established and published by the Board, plus interest on such dues and charges outstanding for more than 30 days, compounded monthly, plus the full costs of collection including legal fees on a solicitor/client basis;



Initial \_\_\_\_\_

- e) that if I am accepted as a member/shareholder of the Club, upon acceptance, I; adopt and agree with, and to be bound by, the Articles of Association and the Rules and Regulations of the Club and any policies, as they may be in existence and amended from time to time;
- i. without restricting the generality of the foregoing, will pay all fees, dues, interest and collection costs and charges including without restriction, entrance fees, membership fees, annual dues, seasonal dues, transfer fees, assessments, deposits and charges payable by members upon admission to the Club or payable by members upon admission or transfer to categories of membership of the Club or payable for use of Club or pro shop facilities or purchases from the Club or pro shop of merchandise, food, beverages and services, including the responsibility for any and all payments, fees, costs, expenses associated with any other members (including spouse and junior members) and guests that fall under my membership, and that the Board may from time to time determine the amounts and terms of payment of any of the foregoing amounts;
  - ii. acknowledge that membership in the Club conveys to the member certain rights and privileges as set forth in the Articles and as otherwise established by the Board from time to time;
  - iii. agree to remain as a member at the Club in one of the categories of membership as established by the Board from time to time, for as long as I am a shareholder;
  - iv. acknowledge that transfer fees are subject to change without notice to the membership;
  - v. the Shares are subject to the terms and conditions set out in the Articles and the other constating documents of the Club, as they may be amended from time to time;
- f) that any and all deposits for Shares or membership are non-refundable;
- g) that I agree to allow communication by the Club's email system for member statements, meeting notices, correspondences and club information updates; and,
- h) that the Shares and any associated membership privileges in the Club are not transferable, conveyable or saleable except in accordance with the terms and conditions of the Articles.

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### **Credit Card Authorization**

Would you like to authorize the Club to process your monthly charges and annual dues by credit card automatically? Yes  No

(If you have answered yes please complete the Automatic Credit Card Debt Authorization form and submit the completed form with this Application)

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### **Privacy Policy**

The Club collects personal information on the membership for internal use only, including the Club's membership roster. Any and all personal information is kept in strict confidence (other than information publically known). We will disclose your personal information under certain circumstances under the following circumstances:

- we are required or authorized by law to do so, for example, if a court issues a subpoena;
- you have consented to the disclosure;
- it is necessary to establish or collect amounts owing by you to the Club;
- from time to time to a third party to provide administrative or legal services to the Club (e.g., book-keeping, auditing, computer back-up services or archival file storage) and we will ensure that any such third party is bound by our privacy policy;
- when requested by the Calgary Elks Lodge #4 Society of the B.P.O.E. of Canada; and,
- for normal Club related activities and events.



The Club retains membership information only for the duration of your membership. The Club posts limited personal contact information on the Club's secure website for members to contact other members. Members must edit their website roster profile to include additional information they would like others to be able to view.

The Club reserves the right to conduct a background search on applicants for financial and criminal history.

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## Membership Purchase

**If a new Shareholder and Member Application – share issued by the Club:** The undersigned has elected to purchase a class "A" Share at the price of **\$11,000** plus this year's current "A" membership dues, assessments, levies and fees as approved by the Board of Directors and all applicable GST from the Treasury of the Club.

**If a new Shareholder and Member Application – share purchase from existing Shareholder:** The undersigned has elected to purchase the class "A" Share at the current market price of \$ \_\_\_\_\_ plus this year's current "A" membership dues, assessments, levies and fees as approved by the Board of Directors and all applicable GST from the existing shareholder \_\_\_\_\_.

Will you be purchasing your Share with one of the Club's financing or installment options (if currently being offered)?      Yes       No

(If you have answered yes please complete the Financing Agreement form together with any security requirement and submit the completed form with this Application)

If applicable, by the selection of an installment purchase term above, you agree to pay the applicable first installment and goods and services taxes at the time of signing this Agreement. You hereby acknowledge that subsequent installment payments are due and payable as per the terms of the Financing Option form. If you are financing your purchase of the Share, the share certificate will not be issued until you are fully paid.

~~**If you are a former golf member of the Calgary Elks Lodge #4 Society of the B.P.O.E. of Canada and now subscribing for a Class "A" or "N" share in the Club:** You acknowledge and agree to pay this year's current membership dues, assessments, levies and fees as approved by the Board and all applicable GST at the time of signing this Agreement.~~

**For all applicants:** The undersigned further acknowledges and agrees that the obligation to pay any and all fees, dues, interest, collection costs and charges (including all legal fees on a solicitor and their own client basis, disbursements and taxes) including without restriction, entrance fees, membership fees, annual dues, seasonal dues, transfer fees, assessments, deposits and charges payable by members upon admission to the club or payable by members upon admission or transfer to categories of membership of the club or payable for use of club or pro shop facilities or purchases from the club or pro shop of merchandise, food, beverages and services, and that the Board of Directors may from time to time determine the amounts and terms of payment of such amounts, this includes the responsibility for any and all payments, fees, costs, expenses associated with any other members (including spouse and junior



members) and guests that fall under your membership until the undersigned ceases to be a shareholder and members.

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## Share Subscription

I, the undersigned applicant hereby apply to subscribe for [check applicable box]:

**1 Class "A" Shares without nominal or par value** [FOR ALL NEW MEMBERS and the previous transferable golfing members of the Calgary Elks Lodge #4 Society of the B.P.O.E. of Canada]; or,

**1 Class "N" Shares with a par value of \$1.00** [restricted to the previous non-transferable golfing members of the Calgary Elks Lodge #4 Society of the B.P.O.E. of Canada]

of the Club and shall execute the Share Subscription attached hereto as Schedule "A" and return same with this completed Application.

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## Transfer of Existing Transferable Memberships and Subscription for Shares

***(FOR THE PREVIOUS TRANSFERABLE GOLFING MEMBERS OF THE CALGARY ELKS LODGE #4 SOCIETY OF THE B.P.O.E. OF CANADA (THE "SOCIETY") ONLY)***

I, the undersigned applicant, as a fully paid up transferable golfing member of the Calgary Elks Lodge #4 Society of the B.P.O.E. of Canada hereby sell and assign and the Club hereby purchases from me my transferable golfing membership in the Society for the aggregate purchase price equal to my cost of initial purchase thereof (not including membership fees, dues or any other subsequent amount payable to the Club) and in consideration and satisfaction of the purchase price therefor, the Club will upon acceptance of this Application, effective \_\_\_\_\_, 201\_\_ [insert date], issue to me One (1) Class "A" Share in Club with a stated capital equal to the stated capital of the transferable portion of the golfing membership of the Society given in exchange.

The undersigned applicant hereby acknowledges that they had paid \$\_\_\_\_\_.00 [office to insert amount] on \_\_\_\_\_, \_\_\_\_\_ [insert date] for the portion of the golfing membership attributable to the transferable option only and does not include the membership costs associated with the privilege to golf.

I further hereby acknowledge and agree that I am entering into the above transfer and subscription set out in the foregoing two paragraphs hereof at my sole risk, and that neither the Club, nor its directors, agents, employees or assigns (the "Released Parties") make any representations or warranties, express or implied, statutory or otherwise, associated with the foregoing transactions, or legality of same, and that I fully release the Released Parties from any and all liability to myself, my heirs, assigns, or anyone claiming through me for any loss, injury, damages, or costs incurred resulting from or in any way related to the foregoing two paragraphs hereof, including, without restricting the generality of the foregoing, the possible tax implications associated with the ownership of a Share in the Club, the transferable golfing membership in the Society or any transfer thereof, including, but not restricted to, pursuant to the foregoing two paragraphs.



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## Restrictions on Transfers

**Class “A”:** With regards to Class “A” shares it is hereby further acknowledged, understood and agreed by the undersigned that the process and procedure for transferring Class “A” shares is set by the Board at their unfettered discretion in accordance with the Articles. It is the obligation of the undersigned to familiarize themselves with the transfer process and procedure in existence from time to time.

**Class “N”:** With regards to Class “N” shares, it is hereby further acknowledged, understood and agreed by the undersigned that such shares are non-transferable and is an absolute restriction on transfer of shares in accordance with the Articles.

Failure to pay membership dues or other amounts owing to the Club may result in forfeiture of any class of shares of the Club in accordance with the Articles. **Unauthorized Transfer of Membership:** If I am a subscriber for a Class “A” share, I hereby further acknowledge and agree that any transfer of such Share must be done in accordance with the terms and conditions of the Articles, including, without restriction, the consent of the Board. Any offer to privately sell your share to another individual, or to directly transfer your share to a person on a Club wait list, will result in immediate cancellation of your golf membership at the Club, the sale of your Share and expulsion from the Club.

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## Additional Terms

**Change of Articles of Association, Club Policies and Rules and Regulations:** The undersigned hereby further acknowledges that Agreement is subject to modifications to the existing rules, regulations and policies of the Club, or new or amended Articles of Association, that may be put into place from time to time. This includes, but is not limited to changes to the Club name and brand, facilities and membership privileges.

**Must Remain In Good Standing:** The undersigned hereby covenants and agrees to remain in good standing with the Club throughout the life of their membership, including compliance with all terms and conditions as required herein.

**Ability for Others to Play on Membership:** The Club shall have the exclusive right to assign an individual to play on any membership while a member is on a duly authorized leave of absence in accordance with the rules, regulations and policies of the Club as may be put into place and amended from time to time.

**Legal Separation or Divorce:** In the event of legal separation or divorce between yourself and your spouse, all spousal privileges at the Club, including eligibility for an annual spouse golf membership, will cease for your spouse on December 31st of that year. If your spouse is already a shareholder of the Club under their own full membership their membership at the Club will not change.

**Loss of Share and Membership:** In the event that the undersigned, associated members, or guest do not comply with this Agreement, the Financing Agreement (if applicable), Articles and any and all policies, rules and procedures of the Club, as may be in existence and amended from time-to-time including any disciplinary action that may be brought forward pursuant to same or failure to make any payments when



due, in addition to the rights and remedies permitted under the Articles of Association and elsewhere in this Agreement and generally under the rule of law, the Club may without limitation to the generality of the foregoing terminate your status as a member of the Club and sell your Share . Any funds recovered from such sale shall first be applied to any and all outstanding amounts due to the Club with the balance of funds, if any, returned to the undersigned.

**Limitation of Liability:** To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Club and the Club's officers, directors (or elected representatives), partners, employees, consultants, sub-consultants, agents, and any of them, to the undersigned and anyone claiming by or through the undersigned, for any and all claims, losses, injury, costs or damages, including legal fees and costs of any kind whatsoever or for claims, injury, and expenses resulting from or in any way related to the share ownership in the Club, membership to the Club or this Agreement from any cause or causes shall not exceed the amount the Undersigned paid for the Share in the Club or membership, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, including, without restricting the generality of the foregoing, from negligence or from gross negligence, unless otherwise prohibited by law. This limit shall also apply to the liability of the Club for any loss, cost, damage or expense incurred by the undersigned and any Member as a result of (i) any failure, inability or delay by the Club (or any of its directors, officers, employees, agents or representatives) in taking any action or any inaction whether on or off the premises, (ii) breach of any representation or warranty hereunder, or (iii) any injury or death of any person or damage to any property caused by or relating to any use of the Club facilities and (iv) shall be limited to the amounts described above in this section. The Club shall not be liable under any circumstances beyond the amounts described above in this section, as paid by the Member to the Club, on any basis in contract, tort or otherwise.

I further agree that in no event shall the Club its Directors, Shareholders, Members, Management or Employees be subject to any liability whatsoever for the loss, theft or destruction of, or damage to, any items I may store at the premises. By signing below, I am choosing to store my clubs, equipment and other personal items at the Club's premises, including golf shop, lockers, locker rooms and fitness area, as may be available from time to time entirely at my own risk. I hereby release the Club and its Directors, Shareholders, Members, Management and Employees from any and all liability or responsibility for items stored or theft at the Club and I make this Release and Waiver on behalf of myself, my heirs, executors, assigns and any party purporting to have a subrogated interest under or through me including but not limited to my insurers.

**Laws and Jurisdiction:** This Agreement and all documents relating thereto, shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein. The parties hereto irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Alberta.

*(signature page follows)*



**By way of application to The Winston Golf Club Ltd., I acknowledge I have read through each and every term, covenant and proviso contained herein, and I accept same.**

IN WITNESS WHEREOF the undersigned has executed this Agreement in proper form on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ at the City of Calgary, in the Province of Alberta.

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Signature of Applicant

It is hereby acknowledged by the Club that this Agreement has been accepted by the Club and that the Undersigned has been accepted as a member and shareholder of the Club effective on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ at the City of Calgary, in the Province of Alberta.

IN WITNESS WHEREOF the Club has executed this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ at the City of Calgary, in the Province of Alberta.

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Chairperson of the Membership  
Committee on behalf of the Board  
of Directors of the Club

*I acknowledge that I have the  
necessary authority to bind the  
Club*



**SCHEDULE A**  
**SHARE SUBSCRIPTION**

**TO:** The Board of Directors of The Winston Golf Club Ltd.

I, \_\_\_\_\_ (the "**Subscriber**"), of \_\_\_\_\_, Calgary, Alberta  
\_\_\_\_\_, hereby subscribe for the following [check applicable box]:

1 Class "A" share without nominal or par value; or,

1 Class "N" share with a par value of \$1.00

(the "**Share**") of THE WINSTON GOLF CLUB LTD. (the "**Company**") and I tender herewith the sum of \$1.00 in full payment thereof. I hereby request that the said Share be allotted to me as fully paid and non-assessable and that a Certificate for said Shares be issued in my name.

By signing and delivering this Share Subscription, the Subscriber expressly represents, warrants, certifies, acknowledges and agrees (and acknowledges that the Company is relying thereon) that:

- (a) there is no government or other insurance covering the Share;
- (b) the Subscriber is subscribing for the Share entirely at the risk and the own account of the Subscriber; the investment in the Share is subject to a number of risk factors and represents a speculative investment involving risk and all money invested could be lost; the Subscriber can bear the risk of the investment in the Share and can afford to sustain a complete loss of such investment; and, the Subscriber has no need for liquidity in connection with the investment in the Share and can afford to hold the Share indefinitely;
- (c) no securities regulatory authority has evaluated or endorsed the merits of the Share;
- (d) the Company is not registered with a securities regulatory authority and has no duty to tell the Subscriber whether this investment is suitable for the Subscriber;
- (e) there is no market now and may be no market in the future for the Share;
- (f) there are significant restrictions on the Subscriber's ability to resell the Share, including, without restricting the generality of the foregoing, the consent of the Board of Directors of the Company, it is the Subscriber's responsibility to find out what those restrictions are and to comply with them before selling the Share and the Subscriber may not be able to liquidate the Share for an indefinite period;

the Subscriber is making this Share Subscription willingly and free from any inducements or promises, and free from any threats or compulsion on the part of the Company, or any of its officers, directors, shareholders, agents or legal representatives. The Subscriber has had the opportunity to obtain independent legal advice in respect of the matters pertaining hereto;

- (g) the Company is a non-for-profit issuer and the Share is being issued under the non-for-profit issuer exemption contained in securities legislation in Alberta.

It is understood that this Share Subscription is subject to the approval of the Directors of the Company, and that if not approved, the funds tendered herewith will be returned to the Subscriber promptly.

**DATED** at the City of Calgary, in the Province of Alberta, effective the \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Name:

