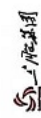




北京天竺(黑骑士)高尔夫俱乐部
Beijing Tianzhu Golf Club



会籍入会协议书

甲方名称：北京天竺乡村运动俱乐部有限公司（以下简称甲方）
法定代表人：袁亚涛
通讯地址：北京市顺义区天竺镇李天路楼台段14号
联系电话：010——64565226

李同伟

乙方名称：
法定代表人：
证件号码：
通讯地址：
联系电话：

（公司或个人，以下简称乙方）

依据《天竺乡村运动俱乐部会籍章程》关于会籍类别规定，乙方现申请会籍类别为：
钻石个人会籍 ☐ 钻石法人会籍 ☐ 钻石团体会籍 ☐ 升级会籍 ☐
会籍权益以及使用说明详见附件
乙方申请甲方俱乐部相关会籍，并向甲方支付入会费：
人民币（大写）

甲方账户信息如下：

开户名称：北京天竺乡村运动俱乐部有限公司
开户银行：中国农业银行股份有限公司北京空港支行
银行账号：11-121601040001298

甲方承诺乙方所购买的高尔夫会籍的合法性以及未来土地租赁的使用年限。乙方已仔细阅读过《天竺乡村运动俱乐部会籍章程》，表示完全同意和接受，在此基础上，依据《中华人民共和国合同法》的规定，就乙方加入本俱乐部，成为会籍会员。乙方购买的会籍为合法会籍，并依据会籍章程享受相关待遇。经甲、乙双方平等协商，达成协议如下：



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According to <tianzhu golf club rules & regulations>, Party B is registered as:
Diamond Individual membership □
Diamond Group Membership □
Diamond Upgrade membership □
Membership rights and specification stated as Appendix
Fee shall pay to Party A for Party B registration in Club
Fee: RMB

Bank Info of Party A
Account:
Bank:
Account No

Party A assure the legal property of membership purchased by Party B and effective of land lease in the future years.
<Tianzhu Golf Club rules & regulations> is fully acknowledged and accepted by party B. According to <People's Republic of China Contract Law>, this agreement comes into two parties for party B's legal purchase on Membership of Party A, agree as follows by both parties for related regulations and privileges:

(一) 甲方权利

- 1、对于申请人提出的入会需求，甲方根据俱乐部的运营情况和需要，有审查申请人基本情况并表示同意或不同意的权利。
- 2、提供服务时，甲方有收取入会费和会籍年度管理费及其他相关费用的权利。
- 3、乙方未按本协议约定日期缴纳入会费或年度会籍管理费的，甲方依法、依照章程享有追缴，并暂停或取消乙方会籍资格的权利。
- 4、对乙方因自身原因造成俱乐部相关设施及财产损害的，甲方依法、依照章程有索赔，并暂停或取消乙方享有相关服务项目资格的权利。
- 5、甲方有权制定会籍年度管理费的支付标准和相关消费的执行标准，并可依据俱乐部自身发展及市场变化对支付事宜做出调整，并通知乙方。

Rights of Party

- 1.For applicant's membership requirements, according to Party A's operating conditions and needs, Party A has the right to approve applicant's basic information and reserve the right to reject the request.
- 2.Party A has the right to collect membership entrance fee and annual management fees and other related costs with the provision of services.

- 3.Provided with Party B failed to pay membership entrance fee or annual management fee as agreed date of this contract, by operation of law and policy, Party A has the right to recovery, suspend and cancel Party B's membership.
- 4.Provided any facility or property damage due to Party B's own reason, Party A has the right to claim compensation, suspend or cancel the eligibility membership rights of Party B's in accordance with law and policy.
- 5.Party A is entitled to develop a membership annual management fee standards and execute standards related to self-consumption, and reserve the right to adjust payment transactions related affairs based on market change and self-development condition and notify the Party B.

(二) 甲方义务

- 1、对《天竺乡村运动俱乐部会籍章程》之规定向乙方作如下补充:
会员在俱乐部正常接待的状况下, 享受免缴果岭费的打球待遇;
邀请盖瑞普雷尔 (Gary Player) 作为球会的27洞设计师, 进行球场的改造设计以及练习场高尔夫学院的设计;
会员年度管理费缴纳金额暂定为个人 (提名人) 每张12000元, 自球场27洞建造完毕, 会所投入使用之日起, 开始缴纳;
个人记名会籍可申请家庭直系亲属不超过三人为眷属会籍 (配偶以及未满十八周岁子女);
个人会籍种类自购买之日起满5年可进行转让, 并免收取第一次转让费 (当时会籍市值的10%);
法人 (团体) 会籍自购买之日起满2年, 方可进行更名的办理, 更名费暂定为10000元/张/次。
2、按照本协议及《天竺乡村运动俱乐部会籍章程》之规定向乙方提供所承诺的各项设施及服务, 并使其所提供设施可以正常使用。
3、根据气候条件及球场和练习场的具体情况确定球场和练习场的开放时间及场休日, 并事先在球会相关场所公布或通知乙方。
4、如出现任何特殊情况导致球场、练习场、会所或者有关设施不能正常使用, 甲方应及时通知已预约的乙方, 并在服务设施符合使用要求后及时通知乙方。
5、对乙方入会时提供的有关个人及公司单位信息, 按照中国有关法律承担保密义务。

Obligations of Party A

- 1.With the provision of <Tianzhu Golf Club rules & regulations> of the following additions to the Party B: Club members shall have the benefit with exempted green fees in normal reception days; Invite Mr. Gary Player as the designer of club's 27-hole golf course, engaging in golf course renovation and driving range & golf academy design;

Breach of Contract

1. Provide as Party A could not provide Party B corresponding facilities and services as stated in this agreement and <Tianzhu Golf Club rules & regulations> Party A shall compensate Party B' s loss.
2. Should Party B breach this agreement and <Tianzhu Golf Club rules & regulations> , cause adverse effects or significant loss to Party A, Party A has the right to disqualify Party B' s membership.
3. Disasters, or government laws, regulations, decrees, policy changes, and the other occurrence of force majeure, which result in short-term party club went out of business or permanent shutdown, Party A is not considered a breach of contract. And hence no retire fee from Party A, but related management fee will be exempted.

(六) 合同生效

本协议自双方签字、盖章确认之日起生效，本协议另有约定的，依照本协议特别约定执行。

Entry into Force

This Agreement shall take effect after it is signed and sealed by the Parties. If the agreement provides otherwise, execute as the special agreement under this contract.

(七) 法律适用和纠纷解决

1. 本协议适用中华人民共和国法律。
2. 本着友好协商的精神，双方应对协议的订立、履行、变更、终止等相关的纠纷尽量通过协商解决。如协商不成，可向甲方住所地人民法院起诉。

Arbitration and Law

1. This Agreement applies to the laws of People' s Republic of China.

2. Related disputes in the spirit of friendly consultation, the Parties shall enter into an agreement, performance, change and termination as possible be resolved through consultations. If negotiation fails, the party may sue the people' s court of domicile.

(八) 其他

1. 《天竺乡村运动俱乐部会籍章程》及甲方制订的其他规定、制度、措施、公告和通知等，将作为本协议的附件，构成本协议的有效组成部分。本协议没有约定或约定不明确的，可参照和依据《天竺乡村运动俱乐部会籍章程》及甲方制订的其他规定、制度、措施、公告和通知等相关内容执行。
2. 会籍资格仅供本人使用。甲方保留在法律允许范围内不影响本协议约定的乙方现有会籍待遇标准的基础上，甲方拥有变更会籍类别或会员待遇内容并对《天竺乡村运动俱乐部会籍章程》相应内容做出修改的权利。
3. 本协议一式贰份，甲乙双方各持一份，均具有同等法律效力。
4. 本协议内容系双方平等自愿协商一致的结果，均系自己的真实意思表示，签署本协议时，不存在欺诈、胁迫、重大误解之情形。

Miscellaneous

1. <Tianzhu Golf Club rules & regulations> and regulations, announcements, notifications developed by party A will act as exhibitions in this contract. Constitute as an integral part of this agreement. If items that was not included in this contract or not clear, it can refer and base on <Tianzhu Club Rules & Regulations> and other regulations, announcements, notifications developed by party A.
2. Membership is only valid for personal use. Party A reserve the right to change membership category or membership benefits and the related content of <Tianzhu Golf Club rules & regulations>.
3. This agreement is executed in 2 copies, each party will hold one copy with the same legal bidding force.
4. This agreement is a result of mutual equality and voluntary consensus, which represents the true meaning of both sides. With the signing of this agreement, there is no fraud, coerces, or misunderstanding of the situation.

Members pay an annual management fee of RMB 12000 for individuals (nominee). The payment starts from the completion of 27-hole golf course construction and the opening of club house;
Individual registered membership could have Family membership for no more than 3 immediate family members (member's spouse and children under 18 years old);
Individual membership can be transferred after 5 years of the date purchased, with first transfer fee exempted (10% of membership market value in transfer year)
Corporate (Organization) Individual membership is permitted to rename the membership after 2 years of the date purchased, with a provisional rename fee of RMB 10000 each membership per time.

2. Provide and make accessible to facilities and services for Party B as stated in this agreement and <Tianzhu Golf Club rules & regulations> and ensure the availability of services and facilities.

3. Determine the opening hours and close dates according to climate conditions and specific conditions of driving range and golf course, publish at a place in clubhouse a head of time or notify Party B in advance.

4. Provided with any special circumstances lead to unavailability of course, driving range, clubhouse or related facilities, Party A shall promptly notify Party B, and notify Party B as services or facilities are recovered and ready for use.

5. For information relating to Party B's personal or corporation that provided in membership enrollment, Party A undertake confidentiality obligations governed by the laws of China.

(三) 乙方权利

- 1、乙方根据会员类别，依据《天竺乡村运动俱乐部会籍章程》及甲方依法制订和发出的相关规定、公告、通知等内容，享有相应的优先、优惠待遇。
- 2、乙方依据《天竺乡村运动俱乐部会籍章程》规定内容享有携带嘉宾至甲方俱乐部消费、娱乐的权利。
- 3、乙方依据《天竺乡村运动俱乐部会籍章程》规定内容享有转让会籍资格的权利。乙方在转让其会籍资格时，同意甲方作为唯一的受理方为乙方进行办理。

Rights of Party B

1. According to the member category that Party B has and <Tianzhu Golf Club rules & regulations> and regulations, announcements, notifications, etc. Party B shall have the corresponding priority and preferential benefits.

2. Party B has the right to invite guests to play and entertain in Party A's club based on <Tianzhu Golf Club rules & regulations>.

3. Party B has the right to transfer membership as regulated in <Tianzhu Golf Club rules & regulations>. When processing the membership transfer, party B agree to accept that Party A is the unique side to handle the transfer.

(四) 乙方义务

- 1、保证办理入会手续时所提供的一切资料的真实性和准确性。
- 2、按照本协议及甲方相关规定向甲方支付入会费、会籍年度管理费及球会设施、服务、商品的消费费用（仅对收费项目）。其中年度会籍管理费应每年向甲方进行支付，方可享受及延续相应会籍待遇。
- 3、遵守甲方依法制定和发出的《天竺乡村运动俱乐部会籍章程》及其他相关文本规定、公告及通知。

Obligations of Party B

1. Ensure the authenticity and accuracy of provided information for the membership admission.

2. In accordance with this agreement and the relevant provisions of regulations, Party B shall pay entrance fee, annual management fee and consumption fees for facilities, services and merchandise (for chargeable items only). The annual membership management fee shall be paid annually to Party A, after which could Party B continue enjoying the membership benefits in the corresponding year.

3. Abide by the regulations, announcement and notifications and <Tianzhu Golf Club rules & regulations> developed and published by Party A.

(五) 违约责任

- 1、甲方未能依照协议和《天竺乡村运动俱乐部会籍章程》规定内容向乙方提供相应的设施和服务时，应当赔偿乙方相应的损失。
- 2、乙方有其他严重违法本协议及《天竺乡村运动俱乐部会籍章程》行为，给甲方造成恶劣影响或重大损失的，甲方有权取消乙方会籍资格。
- 3、由于气候、意外事故、灾害、或政府法律、法规、法令、政策发生变动等不可抗拒的原因，致使甲方俱乐部短期歇业或长期关闭，甲方不被视为违约，甲方亦不向乙方退费，但免收取相关管理费。

甲方(盖章):

(签字):

年



乙方(盖章):

(签字):

2015年10月29日

[Handwritten signature]



北京天竺(黑骑士)高尔夫俱乐部
Beijing Tianzhu Golf Club