



**APPLICATION FOR CORPORATE MEMBERSHIP**

- 1. Corporation Name: \_\_\_\_\_
- 2. Business Address: \_\_\_\_\_ Postal Code: \_\_\_\_\_
- 3. Business Telephone Number: \_\_\_\_\_ Business Fax Number: \_\_\_\_\_
- 4. Nature of Business: \_\_\_\_\_
- 5. Person to Contact: \_\_\_\_\_
- 6. Name of Bank: \_\_\_\_\_ Address: \_\_\_\_\_
- 7. Give the name and address of Clubs which your business is now or has been a Corporate Member of:  
\_\_\_\_\_  
\_\_\_\_\_

**CORPORATE PROFILE**

- Date Company Registered: \_\_\_\_\_ Number of Employees: \_\_\_\_\_
- Other Offices & Locations: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please indicate if the Corporation is: Public \_\_\_\_\_ Market Capitalization Value \$ \_\_\_\_\_  
Private \_\_\_\_\_ Net Asset Value \$ \_\_\_\_\_

**REGULATION 2.2.2 CORPORATE MEMBER**

A duly subsisting corporation, business partnership, or business trust that is qualified to carry on business in the Province of Alberta may apply to become a member of Earl Grey.

An application to become a Corporate Member must be approved by the Board in its sole discretion. Upon its application being approved and payment of the applicable fees, the applicant will be a Corporate Member. Such membership will be subject to the following conditions:

- (1) The Corporate Member shall not be issued a share in Earl Grey;



## REGULATION 2.2.2 CORPORATE MEMBER (continued)

(2) A Corporate Member in good standing shall be entitled from time to time to, propose an active individual director, officer, employee, partner, trustee, or equity owner to be its designate. The Board will have the same discretion to give or withhold approval of the proposed designate as in the case of an application to become an individual Shareholder and upon such approval being given, and for as long as he or she meets these requirements or the Corporate Member changes its designation, the individual will be such Corporate Member's **"Corporate Designate"**;

(3) The Corporate Designate so nominated and elected shall have the same rights, privileges and obligations of a Shareholder Member for such length of time as such person remains the Corporate Designate of the Corporate Member, except that the Corporate Member and such person shall not have the right to:

- (a) exercise any rights of a Shareholder attributable to ownership of a share,
- (b) nominate or second a candidate for election as a Shareholder Member,
- (c) sponsor any Intermediate Member to a Shareholder Membership,
- (d) be a member of the Board;

(4) The Corporate Member, other than a "reporting issuer" under applicable securities laws, must advise the Board within 30 days if, as a result of one or more transactions or events, a person or group of persons acting jointly or in concert who did not have ownership and control of a majority of the voting equity interests (or, in the case of an entity that does not have voting equity interests, the capital or income interests) of the Corporate Member at the date the Corporate Member's application was approved ("Approval Date") acquires such control. For clarity but not in limitation, a person who did not own and control any of such equity interests at the Approval Date will not be considered to have been the person or part of the group of persons who had ownership and control at the Approval Date. Any such event will be considered a new application by the Corporate Member to become a Corporate Member and all the provisions applicable to new applications including payment of the then current Corporate Initiation Fee and of this Policy will apply to such new application;

(5) In the event of an approved or accepted new Corporate Designate, the Corporate Member will be assessed the applicable Transfer Fee of thirty percent (30%) of the then applicable Corporate Initiation Fee;

(6) For Corporate Members whose applications are approved for membership after July 28, 2014, if on any February 28, commencing February 28, 2024, the Corporate Member has not paid a Transfer Fee or a fee in lieu thereof under this provision within the last 10 years, then on such date the Corporate Member will be assessed a fee in lieu of but equal to the then applicable Transfer Fee;

(7) During such length of time as such person remains the Corporate Designate of the Corporate Member, the Corporate Designate, the Spouse and Child(ren), up to and including the age of thirty-two (32) years, of such person are entitled to enjoy full Clubhouse privileges and have access to the Main Earl Grey course, the Lakeview Nine and the Earl Grey Practice Facilities. The respective hours of play and applicable dues and fees of the Corporate Designate shall be the same as those holding a Shareholder Membership. Any Spouse is eligible for an Associate, Lakeview or Clubhouse Membership, any Child(ren) aged nineteen (19) through thirty-two (32) are eligible for an Intermediate, Lakeview or Clubhouse Membership and any Child(ren) aged eighteen (18) and under are eligible for a Junior Membership, as provided for in these regulations and determined by their age;

(8) Corporate Designates that have been active in Earl Grey for at least ten (10) years have the right to transfer to full Shareholder Membership at the aggregate entry fee at the time of transfer, upon approval of the Board;

(9) A Corporate Member that has had the same Corporate Designate in place for at least ten (10) years may elect to transfer the Corporate Membership to said Corporate Designate, upon approval of the Board and subject to the payment of a transfer fee in an amount as may from time to time be determined by the Board. Upon transfer, the Corporate Designate would become a full Shareholder Member or Earl Grey. The Corporate Member may elect to apply for a new Corporate Membership at any time;

(10) If the Corporate Member or its Corporate Designate:

- a) no longer meets the eligibility requirements or fails to provide the requested information in a timely manner, in each case as determined by Earl Grey; or



- b) files for bankruptcy, is declared insolvent, makes an assignment for the benefit of creditors, makes application for or is the subject of any order for the protection of creditors or staying proceedings by creditors; or
- c) anything analogous to the foregoing occurs,

then in any such case the Board may terminate the membership of the Corporate Member upon written notification provided to the Corporate Member at its current address shown on the records of Earl Grey, without refund of any Initiation Fee or other Fees paid, except for a pro-rated refund of the current year's Annual Dues, if paid at the time of termination;

(11) Termination of the Corporate membership will result in termination of all privileges at Earl Grey for the Corporate Designate and any sponsored Spouse or Child(ren), if applicable; and

(12) The Corporate Member shall be responsible for any Initiation Fee, Transfer Fee, fees in lieu of Transfer Fees under paragraph 5 above and other such membership Dues and Fees as may from time to time be determined by the Board.

We agree that the Corporation to whom the privileges of the Earl Grey Golf Club (The Club) are extended as a result of this application will abide by the Articles of Association, the Bylaws and the Regulations of The Club as amended from time to time.

We agree to pay the Annual Dues and the Initiation Fee in effect on the date this application is approved by the Board of Directors.

We understand that, upon acceptance of this application by The Club, we will become a Corporate Member of The Club, and we agree to adhere to the Regulations of The Club pertaining to Corporate Members. We understand that full playing privileges on the Main Earl Grey Course will not be granted to our Corporate Designate until a vacancy occurs, and that the granting of such full playing privileges will be conditional on our payment of the Initiation Fee in effect at that time.

We understand that the Club renewed its lease with the City of Calgary in 2013 for a 30 to 50 year period. Further, we recognize that the City of Calgary could institute pathway, roadway or other projects, which may interfere with the Club's facilities.

If the nature of the business changes, the Corporation is expected to notify The Club and provide the information deemed necessary by The Club, so it can determine if the Corporation continues to meet the Corporate Member eligibility requirements as set forth in The Club's Regulations.

If the Corporation no longer meets the Corporate Member eligibility requirements or fails to provide the requested information in a timely manner, as determined by The Club, the Board of Directors may terminate the Corporate membership with written notification provided to the Corporate Member, without refund of any Initiation Fee or other Fees paid, except for a pro-rated refund of the current year's Annual Dues, if paid at the time of termination.

Termination of the Corporate membership will result in termination of all privileges at The Club for the Corporate Designate and his/her family, if applicable.

Enclosed herewith is our cheque in the amount of \$ \_\_\_\_\_ due on application in accordance with the Schedule of Dues and Fees of The Club.

\_\_\_\_\_  
Date

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

\_\_\_\_\_

\_\_\_\_\_  
Position

**Subject to the terms and conditions provided herein, the Club accepts this Application for Membership on \_\_\_\_\_, 20\_\_\_\_\_.**



**EARL GREY GOLF CLUB**

**DEPOSIT INFORMATION**

Cash \_\_\_\_\_

BY: \_\_\_\_\_

Cheque # \_\_\_\_\_

NAME: \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

POSITION: \_\_\_\_\_



**APPLICATION FOR CORPORATE DESIGNATE**

1. Applicant's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Marital Status: \_\_\_\_\_

2. Residence Address: \_\_\_\_\_ Postal Code: \_\_\_\_\_

3. Residence Phone Number: \_\_\_\_\_ Business Phone Number: \_\_\_\_\_ Cell Number: \_\_\_\_\_

4. Nature of Business: \_\_\_\_\_ Position Held: \_\_\_\_\_

5. Mailing Directions (Please indicate your preference): Residence \_\_\_\_\_ Business \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

6. Name of Bank: \_\_\_\_\_ Address: \_\_\_\_\_

7. Give names and addresses of Clubs of which you are now or have been a member of:  
\_\_\_\_\_  
\_\_\_\_\_

8. Name of Spouse: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Spousal Business Telephone Number: \_\_\_\_\_

Spousal Cell Number: \_\_\_\_\_ Spousal E-Mail Address: \_\_\_\_\_

9. Is application being made for membership for spouse: Yes \_\_\_\_\_ No \_\_\_\_\_ Category: \_\_\_\_\_

10. Is application being made for membership for children: Yes \_\_\_\_\_ No \_\_\_\_\_ (Please write out the information on the lines provided below)

Name	Sex	Date of Birth
_____	_____	_____
_____	_____	_____

10. I agree that I and the members of my family, to whom the privileges of the Earl Grey Golf Club (The Club) are extended as a result of this application, will abide by the Articles of Association, the Bylaws and the Regulations of The Club as amended from time to time.

11. I understand the initially, upon acceptance of this application, that I will become a Corporate Member, and I agree to adhere to the Rules and Regulations of The Club pertaining to Corporate Members, subject to my corporation having paid the required dues and fees.

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Position



Subject to the terms and conditions provided herein, the Club accepts this Application for Membership on \_\_\_\_\_, 20\_\_\_\_\_.

**EARL GREY GOLF CLUB**

**DEPOSIT INFORMATION**

Cash \_\_\_\_\_

BY: \_\_\_\_\_

Cheque # \_\_\_\_\_

NAME: \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

POSITION: \_\_\_\_\_