

# CAR CLUB MEMBERSHIP AGREEMENT

## LEGENDARY EXOTICS LLC

This Car Club Membership Agreement (this "Agreement") is made between LEGENDARY EXOTICS LLC (herein referred to as the "Company") and the person who executes this Agreement hereunder (herein referred to as the "Member"):

1. **MEMBERSHIP IN CAR CLUB.** As used herein, "Member" means a Member of the Car Club. "Car Club" or "Club" means the rights and obligations of a Member and Company as provided hereunder. In consideration and exchange for Member's payment of consideration required for Points under the Membership Programs offered by Company and acceptance and agreement to all terms, conditions, covenants and provisions herein, and subject to Member's compliance with this Agreement and other Company Contracts, Company permits the Member to use the Cars as provided herein ("Membership"). No person may become a Member of the Car Club, nor shall this Agreement become binding, unless and until such person has paid the amount of money required to purchase the Points for an available Membership Program, has timely paid all regular monthly subscription fees, and such person has been approved as a Member by Company. Membership shall be evidenced by (A) receipt of payment, (B) this Agreement executed by Company and Member and (C) a Membership Identification number issued and delivered by Company to Member. Each Member will receive a unique Membership Identification Number. This Agreement is not an agreement or contract for ownership in the equity interests or shares of membership units of the Company. No Member herein shall have any rights or obligations under the Company Operating Agreement by and between the owners of the Company or any ownership of any part of any Car or any other assets owned by Company solely because of being a Member under this Agreement.

2. **PROGRAMS & FEES.** Except as otherwise provided herein and in any Company Contracts, the fees for Membership are as follows:

2.1 Company currently offers the following membership programs (each a "Program" or "Membership Program") in the Car Club, all of the Points for which must be purchased by Member from Company in advance:

- A. **PLATINUM** Membership: **\$15,000 in exchange for 1,750 Points.**
- B. **GOLD** Membership: **\$10,000 in exchange for 1,100 Points.**
- C. **SILVER** Membership: **\$ 5,000 in exchange for 500 Points.**

2.2 All Members shall pay a non-refundable initial application fee in the amount of \$99.00, which shall not be applied toward any Points.

2.3 As a condition for continued Membership, in addition to any fees and charges herein, Members shall pay plus a monthly membership fee in the amount of **\$99.00/month.**

3. **EXCHANGING POINTS FOR USE OF CARS.**

3.1 Points may be exchanged for use of Cars as shown in the following schedule:

**Points Exchanged for Cars Driven**

Group	Car	Points	Points Per	Points	Points
		Per Day	Sat/Sun	Per Fri/Sat/Sun	Per Week
	<b>MCLAREN 650S Spider</b>	125	226	332	747
13	<b>FERRARI 458 Italia</b>	125	226	332	747
11	<b>LAMBORGHINI 550-2 Gallardo</b>	99	178	261	588
9	<b>AUDI R8 V10</b>	72	129	190	428
7	<b>FERRARI California Convertible</b>	68	113	166	374
3	<b>MASERATI Gran Turismo</b>	54	97	142	321

3.2 This Schedule is subject to change for any new Member or any existing Member's Program, in Company's sole and absolute discretion, to account for additions or changes to fleet of Cars, age of Cars, increase in members and costs, and growth of Company.

3.3 Delivery of any Car up to 50 miles from any Company location shall be made at no charge. Charges for delivery are outlined in the terms and conditions of the rental agreement.

4. **POINTS.** The use of Cars by any Member shall be subject to the amount of Points available to Member. Each Member is and shall be bound by the Schedule of Points Exchanged for Cars Driven as shown herein. Points are non-transferrable, non-assignable and non-redeemable except as otherwise provided herein. Points are either used or forfeited as provided herein. Each Member is required to use at least FIFTY FOUR (54) Points during each consecutive 12-month period from the date of purchase of such any Points (under the first-in-first-out method) (the "Minimum Point Usage"). In the event that any Member fails to meet the Minimum Point Usage, then such Points equal to the Minimum Point Usage shall be forfeited automatically; provided that Company shall deliver notice to such Member to notify such Member of such Member's failure to meet the Minimum Point Usage and such notice provides Member with at least thirty (30) days' notice to use such Points. Additional Points may only be purchased from Company as provided herein. Points may not be purchased by one Member from another Member without express written and signed consent of Company. Upon the expiration of ninety percent (90%) of the Points for which Member had purchased in the then-current Membership Program, Member hereby expressly authorizes the Company to automatically renew such Points at and to the extent of the maximum amount of Points available in the then-existing Program in which Member was enrolled and expressly permits Company to charge such Member's debit or credit card in the amount necessary to obtain the maximum amount of specified Points under such Program; provided that Company notifies such Member at least thirty (30) days' prior to such renewal. Member acknowledges and agrees that the purpose of this Agreement is to use the Points, to drive the Cars, to take advantage of Membership in the Club, to show the Cars on the roads and to further expand the Membership, the use of the Cars and for the Company to acquire more Cars.

## **5. AVAILABILITY & USE OF CARS.**

- 5.1 Members may book a Car through email via the Company website or by telephone through an authorized Company representative.
- 5.2 Cars are available to Members subject to preexisting use or prior reservation by other Members.
- 5.3 Reservations for Cars by Members must be made with not less than five (5) days advance notice by Member to Company.
- 5.4 Pick-up and return times of all Cars during a weekday is from 11:00 a.m. until 9:00 a.m. the following day.
- 5.5 Weekend pick-up time is 11:00 a.m. Saturday and return time is 9:00 a.m. Monday morning.
- 5.6 3-Day weekend pick-up time is 11:00am Friday and return time is 9:00 a.m. Monday morning.
- 5.7 Cars for weekly rentals are picked up not later than 11:00 a.m. on any day and dropped off not later than 9:00 a.m. the morning of the seventh day following the date such Car was picked up.
- 5.8 In the event that a Car is unavailable for use by a Member, Company will make a good faith and commercially reasonable effort to offer a similar vehicle replacement.
- 5.9 Only a valid and registered Member can be granted access to a Car using the Point system hereunder.
- 5.10 All Cars leave Company premises with a full tank of fuel. It is a requirement of the Membership that the Member ensures that the Car is returned with a full tank of correct fuel. Failure to correctly refuel the Car on return of use will result in the Member being charged for the cost of a full tank.
- 5.11 The member is accountable for charges incurred by exceeding mileage allotment for the agreed rental time. If a member exceeds the mileage agreed to at signing for the rental, the member will pay the specified over mileage rate in the rental agreement for the specified vehicle.
- 5.12 It is a requirement of the Membership that Members ensure the return of a Car on the agreed date and time as listed in their reservation. In the event that a Car is returned late, impacting on another Member's booking, Company reserves the right to penalize the offending Member through a penalty fare of one extra day's hire at current rates.
- 5.13 In the event that a Member holds insufficient Points to cover the late return of a Car, Company reserves the right to charge the debit/credit card of the Member in question with an amount equal to the value of Points fined.
- 5.14 Upon delivery and return of Car, all Members may be required to sign off to acknowledge the condition of the Car, noting any damage and in signing, the Member agrees to return the Car in the same condition (ordinary wear and tear excepted) on the agreed day and time as set out in the booking. Any damage or loss to the Car and/or its accessories on return of the vehicle will be invoiced and charged to the Member.

## **6. DUTIES OF COMPANY.**

- 6.1 To maintain a varied fleet of high-performance exotic cars that can be used by all Members as provided herein.
- 6.2 To repair and replace models as considered necessary in order to maintain a fleet of recent and current exotic cars.
- 6.3 To ensure where possible that Members have access to a desired Car in the fleet.
- 6.4 To deliver or make available to a Member a clean Car in good working condition with a full tank of fuel.
- 6.5 To supply all Members with a set allocation of Points upon the start of their Membership which can be converted to miles to use in all Cars subject to the terms and conditions of each Membership.
- 6.6 To maintain a sufficient member-to-car ratio allowing Members a respectable opportunity to use their Point allocation as desired and within keeping of the terms of their chosen Membership.
- 6.7 To ensure valid insurance coverage for each Car at all times.
- 6.8 To ensure that all Cars are securely stored when not in use by a Member.
- 6.9 Company is not responsible for Member's personal property or vehicle left on Company premises.

7. **OTHER COMPANY CONTRACTS.** All Members shall be subject to any other agreements and contracts required by Company, including, without limitation, the Company Car Rental Agreement and the Drive Tour Agreement (each a "Company Contract"). Any breach of any Company Contract by any Member shall be a breach of this Agreement. No Car may be rented or used by any Member without such Member having first signed the Company Rental Agreement for such Car or pursuant to the Company Drive Tour Agreement. Any undefined capitalized term herein shall have the meaning ascribed to it in the Company Contract to which such capitalized term is applicable.

8. **TERMINATION.** The term ("Term") of this Agreement shall commence upon the date upon which occurs the purchase of Points and approval by Company of Member's application for Membership in the Club. The Term shall end upon the expiration by use or lapse of Points as provided herein and (A) without renewal of Points as provided herein; (B) written termination by Company as provided herein or (C) written termination by Member. Company may terminate Member's Membership in the Club in the event of any breach of this Agreement or any Company Contract. Upon termination of this Agreement, Company shall discontinue any further charges of fees for Points; except that Member shall remain subject to all other terms, conditions and provisions hereunder. In the event that any Member does not renew his or her Membership herein but has less than Points equal to the Minimum Point Usage remaining on his or her account, then such Member may purchase points at \$10.00 per point to purchase a sufficient amount of points to provide such Member with the amount of Points necessary to use the Points equal to Minimum Point Usage.

9. **PAYMENT.** Member shall pay the amount set forth herein in exchange for Points in advance of the use of any Car. Member must pay all amounts due hereunder in the form of cash, credit card or debit card. Member hereby authorizes the Company to charge all amounts payable to the credit card or debit card provided by Member to Company. There shall be no refunds of any Points or payments made by Member to Company in exchange for Points.

10. **ADDITIONAL CHARGES.** In the event that any Member is subject to additional charges as provided in the Company Contracts, Company may, at its sole option, in its sole discretion, require Member to pay such charges in cash, check, debit card or credit card or through the use of Member's then-existing Points at the rate of not less than ten dollars (\$10.00) per Point regardless of the cost of Points previously paid by such Member. Company shall not be required to accept Points in payment of any damages hereunder or under any other Company Contracts. Member irrevocably waives his or her right to offset any damages Member caused Company hereunder or under the Company Contracts by the use of any Points.

11. **BREACH.** The Member shall be in breach and default hereunder and, consequently, shall, in addition to any and all other remedies to which Company is entitled hereunder, be liable for: (a) any loss of, or damage to, the Car and its accessories; (b) failure by Member to return Car to Company as required under any Company Contract; (c) any loss of, or damage to, any other real or tangible personal property or personal injuries arising out of or from Member's use of the Car; and/or (d) any other breach of any term, condition or provision of this Agreement or any Company Contract.

12. **INSURANCE.** Member must maintain automobile comprehensive liability and collision insurance coverage during the Term in form, manner and amount determined by Company, in its sole and absolute discretion, to be satisfactory to Company. Company reserves the right to decline entering into, or terminate, this Agreement with any Member who has not provided Company with proof of automobile comprehensive liability and collision insurance coverage during the Term in form, manner and amount determined by Company, in its sole and absolute discretion, to be satisfactory to Company. Company reserves right (but shall not be obligated) to offer to Member lawful means to obtain supplemental insurance coverage for automobile comprehensive liability, collision, personal effects and other insurance for other items. If the Member elects to use the Company's insurance, the insurance premium shall be paid by Member in addition to any and all other costs and charges herein and Member's rights and obligations shall be subject to such insurance policy coverage terms, conditions, provisions, exclusions, deductibles and applicable laws related thereto. Notwithstanding anything herein to the contrary, in the event that Member elects solely to use Member's own insurance coverage, Member accepts full legal and financial responsibility and liability for any and all losses, costs and damages caused to the Car, Member and any other person or property in the event and to the extent that Member is so liable for causing any losses, costs and/or damages.

13. **TRAFFIC & PARKING VIOLATIONS.** Member may not commit any moving or parking violations in or with the Car. Any and all penalties related to Member's traffic law and/or parking law violations are the sole financial responsibility of the Member. Company may charge the Member's credit card for any traffic and/or parking offense fees assessed against, and incurred by, the Company for Member's traffic and/or parking offense. In the event that the Company receives notice of any traffic or parking offenses committed by Member, Company shall send a copy of any such notice to the Member as soon as is practicable.

14. **REMEDIES.** In the event that Member breaches this Agreement or fails to comply with any one or more of the terms, conditions and/or provisions of this Agreement, Company may take any lawful action it deems appropriate, including, without limitation, commencing a lawsuit against Member for remedies at law and equity, including, without limitation, temporary and permanent injunctive relief, repossession of the Car, compensatory, incidental and consequential damages, including, without limitation, attorneys' fees, expert fees and loss of revenue and/or profits, court costs, travel expenses, insurance expenses, replacement costs, damage to goodwill of Company, and other expense to enforce this Agreement, obtain a judgment against Member and collect any such damages which Company is entitled hereunder. In the event that Member causes damage to any person or property while operating a Car, Member shall be responsible to pay Company for, and shall indemnify Company and hold Company harmless against, any and all costs and expenses incurred by Company to defend itself and/or respond to any action filed against Company, including, without limitation, attorneys' fees, expert fees, court costs, travel expenses, insurance expenses, costs of repossession, litigation expenses and court reporter expenses, and Member shall be responsible to pay the Company for any and all of its losses, including, without limitation, lost profits, loss of revenue, replacement costs, damage to goodwill of Company, incidental damages, consequential damages and, if such damage was caused by any willful or malicious act or omission by Member, then Member shall be responsible to pay punitive damages to Company. In the event that Member fails to return the Car to Company as provided hereunder, Company may, but shall not be required to, institute, commence or continue repossession of the Car, and Company shall be entitled to the full market value of the Car on demand from Member in addition to any and all other damages and remedies hereunder, including, without limitation, temporary and permanent injunctive relief, repossession of the Car, compensatory, incidental and consequential damages, including, without limitation, attorneys' fees, expert fees and loss of revenue and/or profits, court costs, travel expenses, insurance expenses, replacement costs, damage to goodwill of Company, and other expense to enforce this Agreement, obtain a judgment against Member and collect any such damages which Company is entitled hereunder. Member hereby irrevocably and forever waives any affirmative defense that Company failed to mitigate its damages, regardless of whether and to what extent Company mitigates any damages caused by Member. In the event that Company seeks, institutes, commences and/or continues efforts to repossess the Car, Member shall cooperate peaceably and amicably with Company and/or its agent to return the Car and/or make the Car available for repossession upon request and Member shall be responsible to pay Company for Company's costs and expenses of such repossession; except that Company reserves the right to withhold notice to Member about Company's repossession effort. For purposes of this Agreement, loss of revenue means and includes the amount calculated by multiplying the number of days that the Car may otherwise be rented to another customer of Company at the then-existing rental rate charged by Company for such Car to Member hereunder. Member hereby irrevocably and forever waives its right to keep its personal confidential information private and restricted from use of Company to enforce this Agreement and Member hereby authorizes Company to use such information; provided however that Company shall not use such personal information for any purpose other than reasonable lawful and necessary means to enforce this Agreement. Any and all remedies available to Company in this paragraph shall survive termination of this Agreement.

15. **MODIFICATIONS.** Neither this Agreement nor any of its terms, conditions or provisions may be waived, modified or amended except by a writing signed by Member and Company.

16. **WAIVER.** No waiver by Company of any breach of Member of this Agreement shall constitute a waiver of Company's rights to enforce any additional, continuing or further breach by Member of this Agreement. Member waives any and all rights, and covenants not to file any lawsuit or action, against Company for any and all claims, damages, losses or costs involving any allegation against Company for breach of warranty, unjust enrichment or any claim against any employee or owner of Company, except in the event of personal injury to Member caused solely by gross negligence, recklessness or intentional tort of Company or any employee or owner of Company. Member assumes all risk of Member's own or another person's personal injury or property damage of driving in conditions that are known or reasonably believed to be hazardous, including, without limitation, hail, ice, rain, hurricane, tornado, earthquake, fire or oily conditions.

17. **SEVERABILITY.** In the event that any provision of this Agreement is deemed void or unenforceable, the remaining provisions shall remain valid, enforceable and in full force and effect.

18. **PAROLE EVIDENCE.** Any and all prior oral representations, oral understandings and oral agreements between Company and Member are not a part of this Agreement and may not be admitted into evidence in the event of any dispute over the existence, interpretation and enforcement of this Agreement and any terms, conditions or provisions hereof.

19. **CHOICE OF LAW AND VENUE.** The interpretation and enforceability of this Agreement and all of its terms, conditions, provisions and covenants shall be governed by the laws of the State of New Jersey without regard to conflict of laws principles. The jurisdiction and venue of the courts of the State of New Jersey,

Mercer County or the District Court of the District of New Jersey shall be the sole exclusive courts and venue in the event that any party hereto or otherwise files an action or lawsuit for and/or alleging any claims, damages, or liabilities arising from or involving any acts or omissions hereunder and each party irrevocably consents to such jurisdiction and venue.

20. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts each of which shall be considered an original, but all of which together shall constitute one and the same instrument.

21. **PARTIES.** This Agreement shall be binding upon the parties hereto and their respective successors, assigns, heirs, devisees, legal representatives, executors and administrators.

22. **HEADINGS.** The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision herein.

23. **AUTHORIZATION.** Member hereby authorizes Company to obtain and review Member's driver's license record and abstract, social security number, criminal background and record, and insurance information. Member shall provide Company with accurate personal information.

24. **REPRESENTATIONS & WARRANTIES.** Member represents and warrants that (A) Member is over the age of twenty-five (25) years, (B) has a valid driver's license, was not convicted of any criminal offenses involving theft, burglary, manslaughter or murder, (C) has or will obtain the automobile insurance coverage required herein, (D) shall review and, if Member so accepts and agrees, shall execute any and all additional forms and documents required by Company in order to fulfill Member's obligations, and protect Company's rights, under this Agreement, (E) has reviewed and understands this Agreement, and (F) shall not breach this Agreement.

25. **NOTICES.** Any notice required hereunder shall be deemed properly delivered upon both (A) email at the email address below; and (B) mailing with delivery confirmation (proof of delivery) using any of the following couriers: (i) U.S. Postal Service; (ii) Federal Express; or (iii) United Parcel Service.

26. **SIGNATURE:** Member's signature below indicates Member's acceptance and agreement to this Agreement and all of its terms, conditions and provisions.

Member's Name: \_\_\_\_\_

Member's Address: \_\_\_\_\_

Member's Email Address: \_\_\_\_\_

Member's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Company's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Company Representative: \_\_\_\_\_