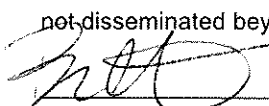
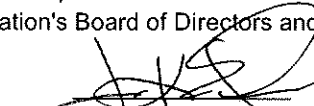


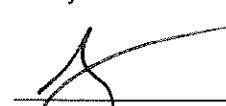
ABCC Turtle Foundation Memorandum of Understanding

This memorandum records the understanding between the ABCC Turtle Foundation, Inc., (the "Foundation"), and the Atlantic Beach Country Club, (the "Club"), and is dated October 15, 2021.

1. The Foundation is a Florida corporation qualified under Section 501(c)(3) of the Internal Revenue Code ("IRC") as a charitable organization. The Club is a 501(c)(7) corporation.
2. The Foundation was founded by members of the Club for charitable and educational purposes. The Foundation is dedicated to a) support of the Club's staff and their families to include educational stipends and crisis relief assistance and b) other charitable community opportunities that may enhance the Club's reputation as a force for good.
3. The Foundation will collect tax-deductible contributions from individuals (including Club members) and organizations interested in supporting the Foundation's initiatives.
4. The Foundation may make distributions to (or on behalf of) the Club's employees, their families or community entities for purposes that qualify under IRS 501(c)(3).
5. Both the Foundation and the Club understand that the Foundation is separate and independent from the Club:
 - The Club does not exercise control or influence over the Foundation's operations or decisions in any manner, for example:
 - (a) from whom the Foundation solicits contributions,
 - (b) to whom the Foundation distributes funds and assistance,
 - (c) the timing, amount or kind of any assistance, and
 - (d) the policies and personnel of the Foundation.
 - The Foundation does not exercise control or influence over the Club's operations or decisions in any manner.
 - Either the Club or the Foundation may notify the other party of its intent to exit the relationship by providing 90 days written notice.
6. Mass communications from the Foundation to the Club's members, which have been approved by the Club's General Manager, or Interim General Manager if no General Manager is employed, will be disseminated by the Club via the Club's email-broadcast system and newsletters. The Club will facilitate a link to the Foundation web site via the Club's web site and members will have the opportunity to "opt in" to a mailing list that will allow them to receive direct communications from the Foundation.
7. The Club will allow and facilitate the process whereby a member can contribute to the Foundation by charging an amount to the member's Club account and the Club will deliver that amount to the Foundation.
8. The Club will permit the Foundation to use the Club's name and logo to support Foundation initiatives. The Foundation agrees to use the Club's name and logo consistent with the Club's existing and any future brand use parameters.
9. The Club, with employee consent, will allow the Foundation to validate employee's Application for Assistance via the Club's General Manager or HR department. All information and data will be kept strictly confidential and not disseminated beyond the Foundation's Board of Directors and Advisory Council.


Bryan Croff
President
ABCC Foundation


Jaime Eaton
President
Atlantic Beach CC


Michael Chase
General Manager
Atlantic Beach CC