

ATLANTA RETAILERS ASSOCIATION, LLC MEMBERSHIP ENROLLMENT AGREEMENT

The Undersigned, (“Member”), hereby accepts the invitation to become a Member of Atlanta Retailers Association, LLC, (the “Association”), having tendered the agreed upon consideration to the Association for membership, (“Membership”).

Upon Member’s execution and delivery of this agreement to the Association without variance and its counter execution by the Association, Member understands its Membership will become effective.

Capitalized terms used in the Agreement and not otherwise defined herein shall have the meanings ascribed to them in the Association’s Operating Agreement.

MEMBER FURTHER ACKNOWLEDGES THE MEMBERSHIP BEING ACQUIRED BY IT IS NON-ASSIGNABLE AND NON-NEGOTIABLE EXCEPT AS PERMITTED PURSUANT TO THE ASSOCIATION’S OPERATING AGREEMENT.

MEMBER REPRESENTS AND ACKNOWLEDGES (I) IT IS ACQUIRING THE MEMBERSHIP SOLELY FOR THE PURPOSE OF ENABLING ITS OWN MEMBERS, (“ARA II MEMBERS”) TO PARTICIPATE IN THE UNITED AND COLLECTIVE EFFORTS OF ARA II MEMBERS THROUGH THE ASSOCIATION FOR THE NEGOTIATION AND PURCHASE OF GOODS AND SERVICES FROM VENDORS AND OTHER EDUCATIONAL AND OTHER PURPOSE DESCRIBED IN MEMBER’S AND THE ASSOCIATION’S OPERATING AGREEMENT; (II) MEMBER DOES NOT VIEW THE MEMBERSHIP BEING ACQUIRED HERewith AS AN INVESTMENT; (III) MEMBER HAS NOT BEEN INDUCED INTO ACQUIRING THE MEMBERSHIP BY THE ASSOCIATION’S PROMISE OR REPRESENTATION THE MEMBERSHIP HAS ANY VALUABLE BENEFIT OVER AND ABOVE ITS INITIAL VALUE THAT WILL ACCRUE TO IT OR ARA II MEMBERS AS A RESULT OF THE ASSOCIATION’S OPERATION; (IV) MEMBER DOES NOT EXPECT TO DERIVE ANY ECONOMIC PROFITS FROM BECOMING A ASSOCIATION MEMBER OTHER THAN BY ARA II MEMBERS’ OWN EFFORTS AND PARTICIPATION IN THE AFFINITY PROGRAMS AFFORDED THEM THROUGH THE ASSOCIATION; (V) NO ONE IS AUTHORIZED TO CREATE ANY RIGHTS OF DUTIES INCONSISTENT WITH OR DIFFERING FROM THE ASSOCIATION’S OPERATING AGREEMENT AND ANY

REPRESENTATION TO THE CONTRARY IS VOID; AND (VI) NEITHER THE MEMBERSHIP IN THE ASSOCIATION, THE ASSOCIATION'S OPERATING AGREEMENT NOT THIS AGREEMENT HAVE BEEN REVIEWED BY ANY FEDERAL OR STATE AUTHORITY.

Member hereby certifies its registered office and principal place of business address is as follows: 2055 North Brown Road, Suite 200, Lawrenceville, GA 30043

"Member"

Atlanta Retailers Cooperative Association II, LLC

By: _____
Signature

Title: _____