



PARTICIPATION AGREEMENT OVERVIEW

Golfpreserves® establishes this project to convert the value of the stored carbon at golf facilities to useful research for better turfgrass and environmental stewardship, and to demonstrate to the public, golf's commitment to a leadership role for a better environment. This benefits every golf facility now and in the future.

This agreement is entered into by the parties for the purpose of assigning to Golfpreserves® the carbon sequestered by turfgrass at the golf facilities in exchange for Golfpreserves® managing the project. Golfpreserves® aggregates the stored carbon, provides the mathematical modeling and modeling research required; obtains verification, creates, bundles and markets the derived CO₂ certificates; receives the revenues, and disperses the monies for research and marketing materials. Further responsibilities of the project manager are to stay current with the regulatory environment, obtain participants, keep up the required records to maintain the project and whatever else is required in the future to support the project.

There are no start up or future costs for the golf facility. The assignment of the ownership of the sequestered carbon and the information requested in this document are all that is anticipated to be required of the golf facility.

WHEREAS, Golfpreserves®, manages this project with golf organizations, companies, individuals and golf facilities in North America to offset CO₂ emissions, gain revenue for research of turfgrass and environmental stewardship with golf facilities, and to further enhance the environmental reputation of golf. Golfpreserves® is a company solely dedicated to the development of carbon sequestration assets and the beneficial use of the revenues produced; and,

WHEREAS, the golf facility(s) holds carbon stored in situ as soil organic carbon that it wishes to convey and assign to Golfpreserves® for its use and application for the Golf Course Project; and,

WHEREAS, this Golf Course Project managed by Golfpreserves® will quantify, certify, bundle and market the carbon sequestered at participating golf facilities as soil organic carbon (SOC) certificates; and,

NOW THEREFORE, in exchange for the mutual considerations contained herein, the golf facility sometimes hereinafter referred to as 'Assignor' and Golfpreserves® do hereby mutually agree as follows:

1. It is understood that the grant, conveyance and assignment of the referenced soil organic matter is for the use and purpose of Golfpreserves® to quantify, certify, bundle and market the soil organic matter as soil organic carbon (SOC) certificates to be marketed and sold through a qualified market exchange.
2. _____ hereinafter referred to as "*Golf Facility Owner/Assignor*", hereby agrees to grant, convey and irrevocably assign to Golfpreserves®, sometimes hereinafter referred to as "*Assignee*" the exclusive right and title to all soil organic matter vintage 2003-2010 located within the top two feet as measured from surface down located within the referenced golf facility in situ (referred to by physical address and name) set forth above and specifically below. By signature hereto the Golf Facility or its Authorized Representative irrevocably conveys title to the soil organic matter in situ on the first day of January following the year in which the sequestration occurred and is binding on its heirs and assigns. This is a continual, annual assignment effective each January 1st as long and until this Agreement is terminated by either party.
3. *Golf Facility Owner*, provides Golfpreserves® with the following information relative to said golf course facility(s):

Facility Name: _____ Address: _____
 Owner: _____ Address: _____
 Total Acres of Turfgrass: _____ Acres of Fairways: _____ Grass Type: _____
 Acres of Tees: _____ Grass Type: _____ Acres of Greens: _____ Grass Type: _____
 Acres of Rough: _____ Grass Type: _____ Acres of other Turf: _____ Grass Type: _____
 Year Built: _____ Year Rebuilt or Regrassed: _____
 Contact Person: _____ Telephone Number: _____
 E-mail: _____

4. *Golf Facility Owner*, hereby certifies that the acreage of the golf course facility as set forth here shall be in continuous Golf Course Management and that those acres shall be in continuous turfgrass cover that was initially established _____ and/or regrassed on _____.
5. *Golf Facility Owner* shall incur no out-of-pocket costs for project management as such costs are borne by Golfpreserves®. *Golf Facility Owner* or Golfpreserves® may withdraw from this Participation Agreement by giving 30-day written notice to the other.
6. *Golf Facility Owner* at no cost to it and in exchange for participation in the Golf Course Project shall have license to marketing materials produced by Golfpreserves® related to this Golf Course Project until this Participation Agreement is terminated by either party.
7. It is further understood and agreed that a part of the consideration for the conveyance, grant and assignment of the rights to the soil organic matter and participation thereof in a soil carbon pool managed by Golfpreserves® is that net proceeds generated from the sale of the “carbon credits”, shall be distributed between organizations including the Environmental Institute for Golf, the United States Golf Association Green Section and/or other reputable, research applicants by grant (2/3) and Golfpreserves® (1/3). Grants to the USGA Green Section and other applicants shall be confined to turfgrass and related environmental stewardship research.

Agreed this ___ day of _____ 2010.

(Golf Facility)
(Assignor)


(Assignee)

By: _____

By: _____

Mail Contract To:



93351 Overseas Highway #3
Tavernier, Florida 33070

If you have questions, please call (305) 852-2775 or
e-mail: info@Golfpreserves.com
www.Golfpreserves.com