



**United States Golf Association**  
Golf House, PO Box 708, Far Hills NJ 07931-0708  
T 908 234-2300 F 908 234-1513  
[www.usga.org](http://www.usga.org)

June 12, 2009

Golf Army  
Jeremiah Johnson  
16176 Hawthorn Path  
Lakeville, MN 55044

Dear Mr. Johnson,

Congratulations, your club has completed the licensing process, and by virtue of this letter, the United States Golf Association<sup>®</sup> ("USGA") authorizes Golf Army (the "Golf Club") to issue a "Handicap Index<sup>®</sup>" in accordance with the procedures set forth in "The USGA Handicap System" manual.

For mutual consideration received, which is hereby acknowledged, parties agree as follows:

1. This license shall commence as of the date of the letter and shall be effective through December 31, 2011 (the "Term"). Thereafter, this Agreement may be renewed only upon written agreement of the parties hereto.
2. The USGA hereby licenses the Golf Club to use the USGA Handicap System<sup>™</sup> to issue a Handicap Index to its members.
3. The Golf Club must ensure that any Handicap Index issued under the terms of this Agreement will be computed and issued pursuant to the requirements established by "The USGA Handicap System" manual, including any amendments thereto.
4. The USGA will provide updated information and training via its Web site located at [www.usga.org](http://www.usga.org). It is recommended that the Golf Club take advantage of this information as often as necessary.
5. The Golf Club acknowledges that the USGA is the owner of the trademarks and service marks listed in "The USGA Handicap System" manual, including but not limited to "USGA<sup>®</sup>," "Handicap Index<sup>®</sup>," "SLOPE<sup>®</sup>," "Slope System<sup>®</sup>," and "USGA Handicap System<sup>™</sup>" (the "Marks"), as well as the handicap formulas and single decimal handicap system (hereinafter collectively referred to as the "USGA Handicap System"). As the owner of these well established Marks and USGA Handicap System, the USGA has the right to authorize their use by others, and has the corresponding duty to ensure that those who are authorize to use such Marks and USGA Handicap System do so in a manner which preserves the integrity and

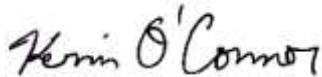
reliability which the public associates with the USGA and its Marks and USGA Handicap System. Subject to the terms and conditions set forth below, the USGA grants the Golf Club the non-exclusive, non-transferable right to use the Marks and the USGA Handicap System during the term of this Agreement, but not the USGA logo. The Club agrees that:

- (a) nothing herein shall give the club any right, title, or interest in the Marks or the USGA Handicap System (except the limited rights granted to the club pursuant to and in accordance with this Agreement);
  - (b) each of the Marks and the USGA Handicap System is the sole property of the USGA;
  - (c) any and all prior and future use of the Marks and the USGA Handicap System by the club shall inure to the benefit of the USGA;
  - (d) the club will not use any name, logo, design of handicap system identical with or confusingly similar to the Marks or the USGA Handicap System or any other USGA Mark or USGA logo or to any design advertised with the Marks or the USGA Handicap System and
  - (e) it will not file or maintain any application for any service mark or trademark, or obtain, maintain, or attempt to obtain any ownership of any service mark or trademark in any country of the world, which refers to or is confusingly similar to the Marks or any other trademark, service mark or logo of the USGA.
6. A Handicap must be called "Handicap Index." In addition, all references to the USGA Handicap System must use be referred to as "USGA Handicap System."
  7. The Golf Club must indemnify, defend and hold the USGA harmless from and against all claims, liabilities, losses, damages and expenses (including reasonable attorneys' fees) arising out of, relating to, or in connection with any breach by the Golf Club of its obligations hereunder, including but not limited to any actions taken by the golf club, in breach of the USGA Handicap System.
  8. The USGA may terminate this Agreement upon written notice, effective immediately, if: the USGA determines in its discretion that the requirements of the USGA Handicap System are not being followed by the Golf Club or any members of the golf club.
  9. The USGA will randomly select licensed golf clubs to complete an annual audit process to provide evidence that they are using the USGA's formulas and service marks correctly in connection with the USGA Handicap System. All licensed golf clubs are subjected to being audited by the USGA, whether or not there is a compliance item in question.
  10. In addition, the USGA reserves the right to terminate this Agreement at any time upon written notice if any terms or procedures set forth in any other outstanding agreement between the USGA and the Golf Club are not being followed.
  11. All information requested under this Agreement should be sent to the USGA Handicap Department, either via mail to USGA, Golf House, PO Box 708, Far Hills, New Jersey, 07931 USA, or electronically to [clublicensing@usga.org](mailto:clublicensing@usga.org)

12. Any lawsuit filed arising out of or concerning this Agreement shall be filed in the federal or state court in New Jersey, USA; and the club consents to the jurisdiction and venue of these courts, and agrees not to contest the same or seek to transfer any lawsuit filed there to another court.
13. If your golf club wishes to identify itself in some way regarding its use of the USGA Handicap System and your license, the following is encouraged: (Name of Club) is a golf club licensed to use the USGA Handicap System.
14. This Agreement supersedes all previous agreements and authorizations to use the USGA Handicap System.

In the near future, your golf club will be added to the Authorized Golf List, located in the handicap section of the USGA's Web site ([www.usga.org](http://www.usga.org)). This is the definitive list of golf clubs that have been licensed to use the USGA Handicap System. When conducting competitions, it is recommended that your club require a Handicap Index in net competitions and it is encouraged that your club reference this listing to confirm the authenticity of the golf club and its ability to use the USGA Handicap System. You can be assured that others will look for and find your club's name on the list.

Sincerely,

A handwritten signature in black ink that reads "Kevin O'Connor". The signature is written in a cursive style with a large, prominent "K" and "O".

Kevin O'Connor  
Senior Director  
Handicap, GHIN, Regional Affairs & Information Systems

CC: Minnesota Golf Association