

Golf Canada Member Club Handicap License Agreement

By virtue of this Letter of Agreement, the Picton Golf & Country Club (hereinafter, "Member Club") is hereby authorized by the Royal Canadian Golf Association (operating as Golf Canada™) and ("the authorized provincial golf association") to use the Golf Canada Handicap System™ and issue Golf Canada Handicap Factors™ in accordance with the procedures set forth in the Golf Canada Handicap Manual™. Member Club is also hereby authorized to use and promote the official Golf Canada Course and Slope Ratings™ as issued to Member Club by the authorized provincial golf association.

For purposes of this Agreement, the Member Club certifies that it is a "golf club" defined as follows: an organization of at least ten individual members (for administrative purposes, the authorized provincial golf association may require a higher minimum number of members) that operates under bylaws with a Handicap Committee and other committees as required to supervise golf activities, provide peer review, and maintain the integrity of the Golf Canada Handicap System™. Further, members of a golf club must have a reasonable and regular opportunity to play golf with each other. They must be able to return scores personally, and these scores must be readily available for inspection by others, including but not limited to fellow members and members of the golf club's Handicap Committee. In consideration of these mutual rights and obligations the parties agree as follows:

1. This Agreement shall commence when executed by Golf Canada™ and shall be effective through 4 years after signage (the "Term") provided the Member Club remains a member in good standing of the authorized provincial golf association and Golf Canada™ during the Term. Thereafter, this Agreement may be renewed only upon written agreement of the parties hereto.
2. Upon the effective date of this Agreement and throughout the Term, Member Club shall comply with all provisions of the Golf Canada Handicap Manual™ including, but not limited to, those items in the Compliance Checklist in Section 8 of the manual.
3. Member Club shall ensure that all Handicap Factors™ issued under the terms of this Agreement are issued pursuant to the requirements established by the Golf Canada Handicap System™, as set forth in the current Golf Canada Handicap Manual™, including any amendments thereto that may be from time to time

adopted.

4. Within the Term of this Agreement, Member Club must send a representative to attend a Handicap System seminar conducted by the authorized provincial golf association or Golf Canada™ and pass a test exhibiting knowledge of Golf Canada Handicap System™ and its policies.

5. Member Club acknowledges that, with the exception of the terms “Golf Canada”, “Golf Canada Handicap System”, “Golf Canada Handicap Factor”, “Handicap Factor”, and “Factor”, (which are trademarks owned by Golf Canada and are hereinafter referred to as the “Golf Canada Trademarks”), the trademarks and service marks used in the Golf Canada Handicap System Manual™ are the property of the United States Golf Association (“USGA”) and are used in Canada by Golf Canada™ under a head license between Golf Canada and the USGA (hereinafter referred to as the “Marks”). As the owner of the Golf Canada Trademarks and as head licensee in Canada of the Marks and of the USGA Handicap and Course Rating Systems (hereinafter referred to collectively as the “Systems” and individually as the “Handicap System” and the “Course Rating System”), Golf Canada™ has the sole right to authorize the use of the Golf Canada Trademarks, the Marks, and the Systems to Member Club within Canada, and has the corresponding duty to ensure that those who are authorized by it to use the Systems do so in a manner which preserves the integrity and reliability which the public associates with Golf Canada™, the USGA and the Systems. Subject to the terms and conditions set forth in this Agreement, Golf Canada™ grants Member Club the non-exclusive, non-transferable right to use the Golf Canada Trademarks, the Marks and the Handicap System during the Term of this Agreement. Member Club agrees that:

(a) Nothing herein shall give Member Club any right, title, or interest in the Golf Canada Trademarks, the Marks or the Systems (except the limited rights granted to Member Club pursuant to and in accordance with this Agreement);

(b) It will use the Marks and the Systems, including any Course Rating™ obtained under the Course Rating System, only in the manner prescribed from time to time by Golf Canada and only during the Term of this Agreement;

(c) It will permit Golf Canada™, or the authorized provincial golf association, upon reasonable notice, to inspect Member Club and its operations for the purpose of controlling the quality of the Member Club’s use of the Handicap System, the Golf Canada Trademarks

and the Marks.

6. The Member Club shall refer to any and all handicaps issued by it as the Golf Canada “Handicap Factor”, “Handicap Factors”, “Factor” or “Factors.” In addition, during the Term of this Agreement, only, all references by Member Club to the Handicap System shall use the term “Golf Canada Handicap System” and all references by Member Club to course ratings and/or the Course Rating System shall use the terms “Course Rating,” “Slope Rating”, and “Course Rating System”, as appropriate.

7. With respect to Handicap System-related functions which Member Club may not perform itself, including but not limited to the posting of scores, (e.g. third party software service; postings by an individual member), Member Club shall supervise the performance of those functions to ensure that each member uses the Handicap System in strict compliance with the Golf Canada approved procedures set forth in the current Golf Canada Handicap ManualTM, including any amendments thereto that may be from time to time adopted. Golf Canada requires Member Club to use handicapping software from authorized vendors to properly calculate official Golf Canada Handicap Factors. Without an official Golf Canada Handicap Factor, players are ineligible to enter national or provincial amateur competitions. A Golf Canada Handicap Factor is only “official” when it has been calculated within Golf Canada certified software and the golf club (with or without property) is a member in good standing of Golf Canada /provincial golf association.

8. Golf Canada or the authorized provincial golf association may terminate this Agreement upon written notice, effective immediately, if: a) Member Club ceases to be a Member Club in good standing of Golf CanadaTM and authorized provincial golf association; b) Golf CanadaTM determines in its discretion that the requirements of the Handicap System are not being followed by Member Club; or c) Golf Canada determines that Member Club is in breach of any term or condition of this Agreement.

9. All information requested under this Agreement should be sent to the authorized provincial golf association.

10. This Agreement supersedes all previous agreements and authorizations to use of the Handicap & Course Rating Systems, the Golf Canada Trademarks and the Marks.

If these conditions are acceptable to Member Club, please have the Handicap Committee Chairman or delegate indicate agreement by signing this Letter of Agreement and returning it to the authorized provincial golf association.