

LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into this 1 day of February, 2016 (the "Effective Date") between the Wheaton Park District, an Illinois unit of local government and body politic, 102 E. Wesley, Wheaton, Illinois 60187 (the "Park District" or the "District") and GolfClubsDirect Inc., an Illinois corporation, 30W110 Butterfield Rd, Warrenville, Illinois 60555 ("GDN"). The Park District and GDN are hereinafter sometimes individually referred to as a "Party" and together referred to as the "Parties."

RECITALS:

A. The Park District is the owner of the Arrowhead Golf Club, located at 26W151 Butterfield Road, Wheaton, Illinois, a facility offering golf and related services to the public ("Arrowhead"), and in conjunction with such operations, desires to contract with a professional independent contractor to provide professional custom golf club fitting, lessons and high quality retail services for Arrowhead patrons.

B. GDN has represented to the Park District that GDN is an experienced golf club retailer with professional golf instructors and is capable of providing a custom club fitting performance facility, lessons and high quality retail services for Arrowhead patrons and GDN desires to obtain a license from the Park District to operate such a facility and provide these services at Arrowhead.

C. The Park District does hereby deem it to be in the best interest of its residents to grant such license to GDN.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Park District and GDN hereby agree as follows:

1. **Recitals Incorporated.** The foregoing Recitals are incorporated herein by reference as though fully set forth.

2. **Grant of License.**

a. District hereby grants to GDN, and GDN hereby accepts and agrees to exercise, during the term of this Agreement, the right and privilege to maintain and operate a golf custom club fitting performance facility and provide lessons and high quality retail services pursuant to the terms of this Agreement, as described in its Proposal dated January 16, 2016, attached to and incorporated as part of this Agreement as **Exhibit A** ("Services"), from Arrowhead's indoor practice area, which consists of approximately 1,327 square feet (said location within Arrowhead is hereby referred to as the "Licensed Space").

b. It is also agreed that the grant of rights hereunder shall be exclusive only with respect to the Licensed Space, it being understood that the Park District shall be entitled, in its discretion, to grant to any third party whatsoever, or to exercise itself, the right to provide golf club services, lessons, or to sell golf clubs and related items elsewhere within Arrowhead.

3. **License Term.** The term of this Agreement shall commence upon the Effective Date and shall, unless terminated earlier pursuant to Paragraph 19 of this Agreement, end on January 31, 2019 (the "License Term").

4. **Fees and Payment.**

As compensation for the License, GDN shall pay to the Park District fees as follows:

a. During the License Term, GDN shall pay to the Park District an annual license fee ("License Fee") as follows:

i. First year of the License Term: Twenty-four Thousand and 00/100 Dollars (\$24,000).

ii. Second year of the License Term: Twenty-seven Thousand and 00/100 Dollars (\$27,000).

iii. Third year of the License Term: Thirty Thousand and 00/100 Dollars (\$30,000).

The License Fee for each year of the License Term shall be payable in four (4) equal installments, commencing on the first day of each quarter of each year of the License Term.

b. In addition to the License Fee, GDN shall pay to the Park District the following amounts on the first day of each quarter of each year the Agreement is in effect:

i. 3% of gross revenue from performance lab and retail sales;

ii. 20% of gross revenue from lessons; and

iii. 5% of gross revenue from tent sales.

(collectively referred to as "Additional Compensation")

GDN shall pay the Additional Compensation for a partial quarter on a pro-rata basis.

c. GDN will pay to the Park District a late charge of \$100.00 per day for each day any portion of the License Fee or any Additional Compensation remains unpaid after the due date

therefore ("Late Fee"), provided, however, that this Late Fee is not intended to be a substitute for, waiver of, or limitation on, any other remedy to which the Park District may otherwise be entitled because of GDN's non-payment or late payment of all or any portion of the License Fee. GDN's duty to pay the License Fee, Additional Compensation and Late Fee shall survive termination of this Agreement.

5. **Use of Premises.** The Licensed Space shall be used to conduct the Services and GDN shall not use any other area within Arrowhead to conduct the Services without prior writing approval of the Park District. Except as otherwise provided herein, GDN shall not use or permit the Licensed Space to be used for any other purpose, without obtaining the prior written consent of the Park District, which consent may be granted or withheld in the sole discretion of the Park District.

6. **Days/Hours of Operation/Standard of Service/GDN Employees.** GDN shall operate the Services during the days and hours set forth in **Exhibit A**, except during certain special events as designated by the Park District or as otherwise agreed by the Parties in writing. All items sold by GDN shall be of first class quality and the Services provided by GDN shall be rendered professionally, courteously and efficiently. The Park District reserves the right to prohibit the sale of any item which it deems objectionable and the Park District shall have the right to order GDN to improve the quality of the merchandise sold or the services rendered.

GDN shall at all times employ only those persons professionally trained to provide the Services and who are of good moral character and GDN shall not retain any employee that the Park District considers to be unfit for such employment or otherwise objectionable. All GDN employees shall be neatly dressed at all times. Employees shall conduct themselves courteously in their relations with the public and the staff of the Wheaton Park District.

7. **Security Deposit.** As security for the performance of GDN's obligations under this Agreement, contemporaneous with the execution and delivery of this Agreement, GDN shall deposit (the "Security Deposit") with the Park District the sum of Ten Thousand and 00/100 Dollars (\$10,000). The Park District shall not be required to keep this Security Deposit in a separate account and GDN shall not be entitled to interest thereon.

If GDN shall fully and faithfully comply with and discharge its responsibilities under all of the provisions of this Agreement, the Security Deposit or any balance thereof shall be returned to GDN at the expiration of this License. If GDN defaults under or breaches any provision of this Agreement, including without limitation those provisions relating to the payment of the License Fee, the Park District may use, apply or retain all or any part of the Security Deposit for the payment of any sum in default, or for the payment of any other amount which the Park District may spend or become obligated to spend by reason of GDN's breach or default, or to compensate the Park District for any other loss, cost, damage or expense which the Park District may incur or suffer by reason of GDN's breach or default. Said Security Deposit is not intended to be a substitute or waiver of, or limitation on any other remedy to which the Park

District may otherwise be entitled because of GDN's non-payment or other default under this Agreement.

GDN understands and acknowledges that the Security Deposit does not constitute prepayment of all or any portion of the License Fee and is deposited solely as security for GDN's full and faithful performance under and compliance with the provisions of this Agreement, and GDN may not and shall not apply all or any portion of the Security Deposit, or any balance thereof, towards payment of any one or more installments of the License Fee provided for in Paragraph 4, above.

8. **Reporting.** GDN shall provide the Park District a certified monthly report containing such information as may be reasonably required by the Park District, including gross sales figures generated from the Services. Said reports shall be set up to include separate entries for "Performance Lab and Retail Sales," "Lessons" and "Tent Sales." All monthly reports required pursuant to this Paragraph 8 shall be submitted by GDN to the Park District with the License Fee on or before the fifth (5th) day of every month.

GDN shall provide to the Park District copies of all point of sale summary data and evidence of payment of sales taxes relevant to Wheaton Park District sales on a monthly basis.

9. **Condition of Premises/Duty of Care, Maintenance, Repairs and Alterations.**

a. GDN (i) has examined Arrowhead and the Licensed Space prior to execution of this Agreement and is satisfied with its condition; (ii) acknowledges that no representation as to the condition or repair thereof has been made by the Park District other than as expressly contained in this Agreement; (iii) acknowledges that no agreement or promise to alter, repair or improve Arrowhead or the Licensed Space, other than as expressly contained in this Agreement, has been made by the Park District; and (iv) agrees to return to the Park District, the Licensed Space in a condition as good or better as when first used by GDN, reasonable wear and tear excepted.

b. GDN shall maintain the Licensed Space and all fixtures, equipment, machinery and other personal property located thereon and therein in a clean, neat, orderly, sanitary, pest-free and safe condition and in conformity with applicable federal, state, county and local laws, ordinances, rules and regulations. The Park District shall maintain and repair all structural and mechanical components of the building and Licensed Space, and shall supply heat and water for the Licensed Space.

c. GDN shall provide all janitorial supplies and services required to properly clean and operate the Licensed Space and the equipment and furnishings. GDN agrees to provide refuse containers, approved by the Park District. GDN shall be responsible for sanitation of garbage containers and the garbage storage areas of the Licensed Space. The Park District shall provide for hauling the garbage and refuse from the Licensed Space.

d. GDN shall not perform any repairs (other than to its own personal property) or make any installations or alterations without notification to and prior written permission from the Park District. Any equipment installation by GDN shall be in accordance with applicable building codes and any conditions imposed by the Park District. Any remodeling or repairs required as a result of the installation or removal of any equipment shall be completed only with the Park District's prior written consent and at GDN's sole cost and expense to the satisfaction of the Park District.

e. In the event GDN hires any contractors for any alterations or repairs made to the Licensed Space or for the installation of any equipment, GDN shall require said contractors to purchase and maintain insurance of the types and amounts specified in **Exhibit C**, attached to and incorporated as part this Agreement. GDN shall also require said contractors to name the Park District as an additional insured and indemnify the Park District in accordance with **Exhibit C**, to provide sworn affidavits and waivers of lien for any work performed on the Licensed Space, and comply with any other requirements specified by the Park District.

f. All improvements, fixtures and personal property located in, on or affixed to the Licensed Space prior to GDN's first entrance therein, are and shall remain the property of the Park District. Alterations, improvements and fixtures made or installed by GDN shall become the property of the Park District at the end of the License Term, unless Park District requires GDN to remove same. GDN shall be responsible for and shall pay to the Park District promptly upon demand, the full cost of any restoration or repair to Arrowhead and the Licensed Space, which results from the removal of such alterations, improvements and/or fixtures.

g. GDN and the Park District shall, at dates and times agreed upon in advance by both Parties, conduct periodic inspections of the Licensed Space to ensure conformity with all applicable federal, state, county and local laws, ordinances, rules and regulations and this Agreement, to identify any deficiencies therein, and to coordinate remedial actions and responsibilities as necessary between the Parties.

h. GDN shall permit inspection of the Licensed Space by authorized representatives of state, county or local departments having jurisdiction over GDN's operations or the Services; shall promptly and fully comply with any recommendations or requirements of same; and shall be solely responsible for any fines or citations issued in connection therewith.

10. **Access, Inspection.** The Park District reserves the right to enter upon the Licensed Space at any reasonable time to insure compliance by GDN with the covenants of this Agreement, and to do any and all work of any nature which it deems necessary for the preservation, maintenance and operation of the Licensed Space or other portions of Arrowhead affected by GDN's operations. GDN shall be liable for all expenses incurred by the Park District, including hourly labor charges, for work done to preserve and maintain the Licensed Space or other affected portions of Arrowhead when such work is required as a result of GDN's negligence or non-compliance with its obligations under this Agreement.

Park District also reserves the right to evaluate the services of GDN and its performance under this Agreement, generally, and in the event such services or performance are not in conformity with the requirements of this Agreement as determined by the Park District, to terminate the License in accordance with Paragraph 19, below. The foregoing rights of the Park District are not intended to create and shall not be construed as creating or imposing any affirmative obligation on the part of the Park District to inspect, maintain or repair the Licensed Space or any other portions of Arrowhead, nor any liability on the part of the Park District for its failure to make any such inspections or repairs or to perform any maintenance function required otherwise to be performed by GDN under this Agreement.

11. **Keys.** The Park District shall retain keys to Arrowhead and the Licensed Space, and shall provide GDN with duplicate keys thereto. GDN shall not change the locks.

12. **Independent Contractor Relationship.**

- a. It is understood, acknowledged and agreed by the Parties that the relationship of GDN to the Park District arising out of this Agreement shall be that of an independent contractor. GDN has sole and exclusive rights and responsibilities with respect to and control over (i) the means and methods by which it conducts the Services under this Agreement; (ii) its employees, including without limitation their terms of employment, working conditions, compensation and discipline; (iii) the terms under which it contracts with third parties. Neither GDN nor any employee or agent of GDN is an employee or agent of the Park District and therefore is not entitled to any benefits provided by the Park District to its employees. GDN has no authority to employ/retain any person as an employee, agent, or independent contractor for or on behalf of the Park District for any purpose. Neither GDN nor any person engaging in any work or services related to the License at the request, or with the actual or implied consent, of GDN may represent himself to others as an employee of the Park District. Should any person indicate to GDN or any employee or agent of GDN, by written or oral communication, course of dealing, or otherwise, that such person believes GDN or any employee or agent of GDN to be either an employee or agent of the Park District, GDN shall immediately notify the Park District in writing of such contact and shall use its best efforts to correct such belief. GDN shall not include the words "Wheaton Park District" or variations thereof on any checks, drafts, notes, invoices or in the letterhead of any stationary of GDN. However, for the sole purpose of delivery of supplies, GDN shall be allowed to use the names of Arrowhead as a reference to location only.
- b. Prior to commencing the Services, GDN shall provide the Park District with a complete list of the names and addresses of vendors from whom GDN will be purchasing goods and/or services in connection with the Services. GDN understands and acknowledges that the purpose of such list is to enable the Park District, if it chooses, to notify the vendors of the independent relationship of GDN and to advise them that GDN and not

the Park District is solely responsible for the payment of goods or services purchased from such vendors.

13. **No Liability of the Park District.** The Park District is not responsible or liable for any injury, damages, loss or costs sustained or incurred by any person including without limitation GDN's employees, or for any damage to, destruction, theft or misappropriation of any property, relating in any way, directly or indirectly, to the License or GDN's Services pursuant to this Agreement. The Park District is not liable for acts or omissions of GDN or any of GDN's employees, contractors' agents or other persons purporting to act at the direction or request, on behalf, or with the implied or actual consent, of GDN.

14. **Indemnification of the Park District.** To the fullest extent permitted by law, GDN shall protect, defend, indemnify, and hold harmless the Park District, its park commissioners, officers, employees, agents and volunteers ("Indemnified Parties") from and against any and all liability, loss, damage, cost or expense, including court costs and reasonable attorneys' fees, which any of the Indemnified Parties or entity may sustain, incur or be required to pay for injuries to, or deaths of persons, or damage to or destruction of property directly or indirectly arising out of or connected with or incident to the granting of the License or the operation of the Services and the activities contemplated by this Agreement, except that GDN shall have no liability for damages or the costs incident thereof caused solely by the negligent or intentional wrongful act of the Indemnified Parties. GDN shall similarly protect, defend, indemnify and save harmless the Indemnified Parties from and against any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of GDN's breach of any of its obligations under, or GDN's default of, any provision of this Agreement. Nothing contained herein shall be construed as, nor shall operate as, a limitation or waiver by any of the Indemnified Parties, and its agents, of the defenses and immunities afforded under the Local Governmental and Governmental Employees Tort Immunity Act.

15. **Insurance.** In furtherance and not in limitation of its foregoing indemnification obligation, GDN shall obtain and maintain at all times during the License Term insurance coverage written not less than the amounts specified, and under all the other terms and conditions set forth in **Exhibit B**, attached to and incorporated as part of this Agreement, and shall name the Indemnified Parties as additional insureds with respect to all such coverages.

16. **Compliance with Laws.** GDN shall comply fully and cause its employees to comply fully with all federal, state, county and local laws, rules and regulations applicable to its operation of the Services and performance of its obligations under this Agreement, and shall obtain at its own cost and expense, or, when applicable, shall reimburse the Park District for acquiring, all permits and licenses which may be required in order for GDN to conduct its duties under this Agreement, including without limitation the following:

- a. GDN shall comply and cause its employees to comply with the Title VII of the federal Civil Rights Act of 1964, the Civil Rights Act of 1991, the Age Discrimination in Employment Act, the Illinois Human Rights Act and the Americans with Disabilities Act

and with all applicable rules and regulations promulgated thereunder, and GDN represents, certifies and agrees that no person shall be denied or refused service or other full or equal use of GDN's Services, nor denied employment opportunities by GDN, on the basis of race, creed, color, religion, sex, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, marital status, unfavorable discharge from military service, association with a person with a disability, or other basis prohibited by applicable law. GDN certifies that it currently has in place, and shall maintain in place during the License Term, a written sexual harassment policy as required under the Illinois Human Rights Act.

- b. GDN certifies that no official, employee or agent of the Park District has been employed or retained to solicit or aid in the procuring of this Agreement, or will be employed or otherwise benefit from this Agreement.
 - c. GDN certifies that neither it nor any of its officers or directors have been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or made an admission to guilt of such conduct which is a matter of record but has not been prosecuted for such conduct.
 - d. GDN certifies that neither it nor any of its officers or directors have been convicted of a violation of either Section 33E-3 or Section 33E-4 of the Illinois Criminal Code, pertaining to bid rigging or bid rotating.
 - e. GDN certifies that all of the information and representations contained in its Proposal January 16, 2016 are true and correct.
 - f. GDN shall not employ in the operation of the Services, any individual who is not professionally trained, lacks any required licenses or certifications, or is otherwise unfit to provide the Services to the general public. GDN shall provide to Park District criminal background checks of all employees of GDN hired to provide the Services. Said background checks shall be obtained at GDN's expense.
17. **Real Estate/Leasehold/Sales Taxes.** GDN shall be responsible to pay any and all federal, state and local real estate, leasehold, sales, or other tax, which may be assessed against all or any portion of Arrowhead solely as the result of GDN's operation of the Services or the grant of the License to GDN.
18. **No Lease.** The Licensed Space is not leased to GDN, it is a licensee and not a lessee thereof and its continued use of the Licensed Space is specifically subject to the terms of this Agreement.
19. **Termination.**

- a. This Agreement and the License granted hereunder may be terminated prior to its expiration under any of the following circumstances:
- i. In the event GDN shall breach or be in default, under any of the provisions of this Agreement (with the exception of Paragraph 15 or subparagraphs 16b, 16c, 16d), the Park District may terminate this Agreement and License if GDN shall not have cured (or commenced to cure in the event such breach or default is of a nature that it cannot be cured within five days) such default within five (5) days after the Park District shall have notified GDN thereof in writing; provided, however, that if GDN shall have breached or been in default under the same or any other provision of this Agreement on a previous occasion, the Park District may terminate the Agreement and License immediately without affording GDN an opportunity to cure the breach or default, upon written notice to GDN. The Park District shall have the right to suspend GDN's License during a cure period.
 - ii. In the event GDN shall breach or be in default under Paragraph 15 or subparagraphs 16b, 16c, 16d, 16f or 16g of this Agreement, the Park District may terminate the License immediately upon written notice to GDN or, in the case of Paragraph 15, may suspend the License until such insurance coverages are obtained, without affording GDN an opportunity to cure the breach or default.
 - iii. In the event GDN shall have (1) filed a voluntary petition in bankruptcy or made an assignment for benefit of creditors; (2) consented to the appointment of a receiver or trustee of all or part of his property; or (3) an involuntary petition in bankruptcy shall have been filed in regard to GDN and the same shall not have been dismissed within ten (10) days of such filing, the Agreement and License shall automatically terminate.
 - iv. In the event the Park District discontinues the operation of Arrowhead for any reason whatsoever, the License shall automatically terminate. In the event the Park District suspends the operation of Arrowhead for any reason the License shall automatically be suspended for the same period.
 - v. In the event the Licensed Space is rendered unusable by reason of fire or other casualty, the Park District may terminate this Agreement or elect to repair. If the Park District elects to repair, this Agreement shall remain in effect, provided that if the Park District does not complete such repairs within thirty (30) days from the date of the occurrence of the casualty, GDN shall have the option to terminate this Agreement.
 - vi. In the event the Park District shall fail to perform any of its material obligations under this Agreement, GDN may terminate this Agreement and License if the Park District shall not have cured (or commenced to cure in the event such failure is of

such a nature that it cannot be cured within five days) such failure within five (5) days after GDN shall have notified the Park District thereof in writing.

vii. Upon thirty days prior written notice delivered by the Park District to GDN, for the Park District's convenience.

b. In the event of termination under this Paragraph 19, all rights of GDN and obligations of the Park District shall cease upon the effective date of the termination. The Park District's right to collect sums due from GDN under this Agreement and remedies for breach of this Agreement and GDN's obligations to make such payments and compensate the Park District for such breach shall survive and continue after termination of this Agreement and License.

c. Upon termination of this License and Agreement for any reason including but not limited to the end of the License Term as defined in Paragraph 3 of this Agreement, GDN shall restore the Licensed Space to a clean, neat and orderly condition, with all equipment and materials not belonging to the Park District removed and all restoration required by Paragraph 9 of this Agreement completed and all garbage removed. The Licensed Space shall be fully restored upon termination to a condition as good or better as when first occupied by GDN, reasonable wear and tear excepted.

20. **Notices.** All notices required or permitted to be given under this Agreement shall be deemed given when such notice is deposited in the United States mail, with postage thereof prepaid, addressed to the other Party at the following addresses:

If to the Park District: Wheaton Park District
 102 E. Wesley
 Wheaton, Illinois 60187
 Attention: Executive Director

If to GDN: Golf Direct Now
 30W110 Butterfield Road
 Warrenville, IL 60555
 Attention: Chris Rowland

21. **No Waiver.** The waiver by the Park District of any breach or default under any provisions of this Agreement shall not be deemed to constitute a waiver of such provision for any subsequent breach or default of the same or any other provision. The acceptance of any payment by the Park District shall not be deemed to constitute a waiver of any prior occurring breach or default by GDN of any provision of this Agreement regardless of the knowledge of the Park District of such breach or default at the time of its acceptance of such payment.

22. **Entire Agreement, Modifications.** This Agreement contains all of the terms and conditions agreed on by the Parties with respect to the subject matter hereof, and no other

alleged communications or agreements among the Parties, written or otherwise, shall vary the terms hereof. Any modifications of this Agreement and the License granted herein must be in writing signed by all Parties and dated on or subsequent to the date hereof.

23. **Choice of Law and Venue.** This Agreement is governed by the laws of the State of Illinois. Any suit or action arising under this Agreement shall be commenced in the Circuit Court of DuPage County, Illinois. In any suit or action arising under this Agreement, the Park District, if the prevailing party in such suit or action, shall be entitled to an award of reasonable attorneys' fees and costs of litigation.

24. **License Non-Transferable.** GDN shall have no authority or power to sell, transfer or assign this Agreement or the License, or any interest therein, nor any power or authority to permit any other person or entity to have any interest in or use any part of the Licensed Space for any purposes whatsoever without the prior written consent of the Park District, it being the intention of this Agreement to grant the License solely to GDN and neither directly nor indirectly to any other person or entity.

25. **Counterparts.** This Agreement may be signed upon any number of counterparts with the same effect as if the signatures to each were upon the same agreement.

26. **Severability.** The invalidity of any section, paragraph or subparagraph of this Agreement shall not impair the validity of any other section, paragraph or subparagraph. If any provision of this Agreement is determined to be unenforceable, such provision shall be deemed severable and the Agreement may be enforced with such provision severed or as modified by such court.

27. **Headings.** The headings for each paragraph of this Agreement are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this Agreement nor in any way affect this Agreement.

GolfClubsDirect Inc

By: 

Its: 

Wheaton Park District

By: 

Its: Executive Director

Golf Direct Now
30W110 Butterfield Rd, Warrenville, IL, 60555
855-628-7870
GolfDirectNow.com

Exhibit A.
License Agreement
2/1/16



January 16, 2016

Golf Direct Now - Arrowhead Golf Club Partnership

Opportunity

Golf Direct Now (dba Golf Clubs Direct Inc.) will operate a full-service Golf Custom Club and Performance Lab within the Arrowhead Golf Club facility in Wheaton, IL.

Mission

The Golf Direct Now Golf Performance Lab will be a state of the art, custom club fitting performance facility. We will leverage the location to showcase our high quality product assortment, and provide customers with a personalized one-on-one experience. The facility will:

- Create exposure for the GDN and AGC businesses
- Provide value-added services and amenities to target market and AGC
- Increase profits through golf equipment sales and services for AGC
- Support community through sponsorship and hosting of on-site golf retail events



Benefits to Arrowhead Golf Club

1. Drive traffic and increase revenue for AGC: Creatively utilize the AGC and GDN brands and relationships to market the facility and its unique benefits to surrounding areas. GDN will provide an annual budget of **\$25,000** to drive traffic through email blasts, social media, internal facility marketing, print, television, and radio. All marketing efforts will be approved by AGC management.
2. Atmosphere: Create a unique and "cool" customer engagement experience. Elegant, comfortable studio environment that will be built and financed by GDN.
3. State of the Art Technology: First class equipment / TRACKMAN and Fitting Systems from all major manufacturers.
4. Unparalleled Customer Service: Highly knowledgeable staff that will provide the ultimate customer experience.
5. GDN Team Experience: 60+ combined years of professional service and custom fitting to enhance the consumer purchasing experience.
6. AGC Staff Access to Facility: Golf staff will have unlimited access to the lab to assist in their lesson experience based upon availability.

Financial Proposal

1. GDN 3-year rental proposal of facility at AGC:
 - 2016 annual rent: \$24,000 (pro-rated based on start date)
 - 2017 annual rent: \$27,000
 - 2018 annual rent: \$30,000
 2. AGC will receive 3% of performance lab and retail sales revenue
 3. AGC will receive 20% of lesson revenue
 4. AGC will receive 5% of tent sale revenue
- All payments will take place on a quarterly basis from GDN to AGC.

Golf Direct Now
30W110 Butterfield Rd, Warrenville, IL, 60555
855-628-7870
GolfDirectNow.com



Projected Annual Sales

Performance Lab and Retail

Year 1 - \$500,000
Year 2 - \$750,000
Year 3 - \$1,000,000

Lessons

Year 1 - \$6,000
Year 2 - \$6,000
Year 3 - \$6,000

Tent Sales

Year 1 - \$50,000
Year 2 - \$75,000
Year 3 - \$100,000

Golf Direct Now
30W110 Butterfield Rd, Warrenville, IL, 60555
855-628-7870
GolfDirectNow.com



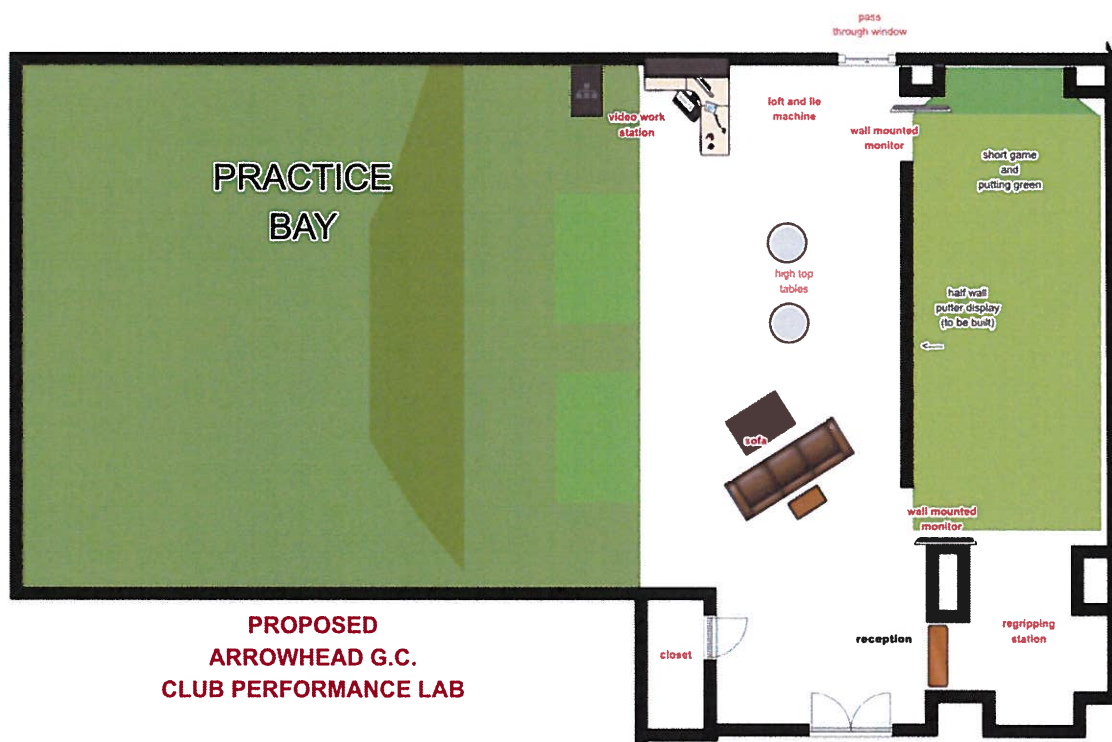
Performance Lab Detail

- GDN will fund development of space and will provide a complete mockup of space before remodel commences. (See initial rendering)
- GDN will provide merchandise for facility
- GDN will hire and manage staff (3 PGA professionals). All staff will be employees of GDN and covered under GDN's insurance policy. GDN's staff will have access to range and range balls at no charge while conducting a fitting or lesson.
- GDN Hours of Operation:
 - In Season:** Sunday-Saturday 10:00 AM – 6:00 PM
 - Off Season:** TBD based on mutually agreed hours of operation by AGC and GDN.
- GDN will consider the option of having a simulator vs. fitting technology in one of the bays in year 2.

Golf Direct Now
30W110 Butterfield Rd, Warrenville, IL, 60555
855-628-7870
GolfDirectNow.com



Performance Lab Initial Rendering



Golf Direct Now
30W110 Butterfield Rd, Warrenville, IL, 60555
855-628-7870
GolfDirectNow.com



Golf Direct Now Bio

Golf Direct Now started three years ago by establishing strong relationships with all golf manufacturers with the intentions of purchasing their golf products that would be resold on the Internet. One of the keys to our success was assembling an infrastructure that consists of staff members including PGA Professionals, experienced salesmen, marketing and computer programming professionals. Initially starting out as an Internet company, Golf Direct Now has evolved to offering services that include custom club fitting, PGA golf instruction, club repair, and corporate business opportunities.

Golf Direct Now Contact

Chris Rowlan
crowlan2000@yahoo.com
630-774-1549

Exhibit B
License Agreement w/ GDN
2/1/16

D. General Insurance Provisions

1. Evidence of Insurance

Prior to taking occupancy, GDN shall furnish District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to District prior to the cancellation or material change of any insurance referred to therein. Written notice to District shall be by certified mail, return receipt requested.

Failure of District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of District to identify a deficiency from evidence that is provided shall not be construed as a waiver of GDN's obligation to maintain such insurance.

District shall have the right, but not the obligation, of prohibiting GDN from occupying the premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by District. Failure to maintain the required insurance may result in termination of this license at District's option.

GDN shall provide certified copies of all insurance policies required above within ten days of District's written request for said copies.

2. Acceptability of Insurers

For insurance companies which obtain a rating from A. M. Best, the rating should be no less than A VII using the most recent edition of the A. M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the District has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage

If GDN's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

4. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to District. At the option of the District, GDN may be asked to eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

Workers Compensation. Contractor shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease. If Park District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against the Park District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's work.

General Insurance Provisions

.1 Evidence of Insurance. Prior to beginning work, Contractor shall furnish GDN and Park District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for 30 days written notice to GDN and Park District prior to the cancellation or material change of any insurance referred to therein. Written notice to GDN and Park District shall be by certified mail, return receipt requested. Failure of GDN or Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of GDN or Park District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. GDN and Park District shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by GDN and Park District. Failure to maintain the required insurance may result in termination of this Contract at GDN's option. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to GDN and Park District whenever requested. Contractor shall provide certified copies of all insurance policies required above within 10 days of GDN or Park District's written request for said copies.

. 2 Acceptability of Insurers. For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, GDN and Park District have the right to reject insurance written by an insurer it deems unacceptable.

.3 Cross-Liability Coverage. If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

.4 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to GDN and Park District. At the option of GDN and Park District, the

Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Park District, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

.5 Subcontractors. Contractor shall cause each subcontractor employed by Contractor to defend and indemnify GDN and the Park District and to purchase and maintain insurance of the type specified above. When requested by GDN or Park District, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall waive all right of contribution and shall protect, defend, indemnify and hold harmless GDN and the Park District and their officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals fees and court costs), arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, defend, indemnify and hold and save harmless GDN and the Park District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Contract.

GOLFCLUBSDIRECT INC. 07-12
30W110 BUTTERFIELD RD.
WARRENVILLE, IL 60555

JP MORGAN CHASE BANK, N.A.
www.chase.com
2-1710

2239

2/1/2016

PAY TO THE ORDER OF WHEATON PARK DISTRICT

\$ **10,000.00

Ten Thousand and 00/100***** DOLLARS

WHEATON PARK DISTRICT
102 E. WESLEY
WHEATON, IL 60187

MEMO



AUTHORIZED SIGNATURE

⑈002239⑈ ⑆071000013⑆ 476913368⑈

♻️ Recycled paper utilizes 30% post-consumer content

Security Features Included

Details on Back.

GOLFCLUBSDIRECT INC.

2239

WHEATON PARK DISTRICT

2/1/2016

Date 2/1/2016
Type Reference
Bill DEPOSIT-ARROW HEA

Original Amt. 10,000.00
Balance Due 10,000.00

Discount

Check Amount

Payment 10,000.00
10,000.00

Chase Bank

10,000.00

IMPORTANT NOTICE: BackgroundReport.com and its partners and affiliates do not guarantee the accuracy or truthfulness of the information in this report as to the subject of the investigation, but only that it is accurately copied from public records. Information generated as a result of identity theft, including evidence of criminal activity, may be inaccurately associated with the consumer who is the subject of this report. Client agrees and certifies that its ordering of and use of this report is in strict compliance with any applicable local, state, and federal laws and regulations. In California, as an investigative consumer reporting agency (ICRA), BackgroundReport.com shall provide a consumer seeking to obtain a copy of a report or making a request to review a file, a written notice in simple, plain English setting forth the terms and conditions of his or her right to receive all disclosures under California law.

Basic Search

Search Data

Subject Name:	kent S sirois	Birth Date:	April 25, 1958	SSN:	***-**-0400
Address:	This report has been reviewed for accuracy by the subject.				

Summary of Results

Type	Records
SSN Validation	2
Criminal Records	0

SSN Validation

KENT S SIROIS		
☉ Birth date matches	DOB ON FILE:	04/25/1958
☉ Birth date before or within issued date range	SSN Issued:	1973
☉ Death Index clear	SSN State:	CA
KENT SIROIS		
☉ Birth date matches	DOB ON FILE:	04/25/1958
☉ Birth date before or within issued date range	SSN Issued:	1973
☉ Death Index clear	SSN State:	CA

Criminal Records

No reportable records were found.

IMPORTANT NOTICE: BackgroundReport.com and its partners and affiliates do not guarantee the accuracy or truthfulness of the information in this report as to the subject of the investigation, but only that it is accurately copied from public records. Information generated as a result of identity theft, including evidence of criminal activity, may be inaccurately associated with the consumer who is the subject of this report. Client agrees and certifies that its ordering of and use of this report is in strict compliance with any applicable local, state, and federal laws and regulations. In California, as an investigative consumer reporting agency (ICRA), BackgroundReport.com shall provide a consumer seeking to obtain a copy of a report or making a request to review a file, a written notice in simple, plain English setting forth the terms and conditions of his or her right to receive all disclosures under California law.

Basic Search

Search Data

Subject Name:	Emmanuel C Mandakas	Birth Date:	December 13, 1978	SSN:	***-**-4231
Address:	This report has been reviewed for accuracy by the subject.				

Summary of Results

Type	Records
SSN Validation	4
Criminal Records	0

SSN Validation

Subject says: Ruth C Blackmon is not me

EMMANUEL C MANDAKAS		
☉ Birth date matches	DOB ON FILE:	12/13/1978
☉ Birth date before or within issued date range	SSN Issued:	1987-1988
☉ Death Index clear	SSN State:	IL
MIKE MANDAKAS		
☉ Birth date matches	DOB ON FILE:	12/13/1978
☉ Birth date before or within issued date range	SSN Issued:	1987-1988
☉ Death Index clear	SSN State:	IL
RUTH C BLACKMON		
☉ Birth date does not match	DOB ON FILE:	
☉ Birth date before or within issued date range	SSN Issued:	1987-1988
☉ Death Index clear	SSN State:	IL
EMMANUEL MANDAKAS		
☉ Birth date matches	DOB ON FILE:	12/13/1978
☉ Birth date before or within issued date range	SSN Issued:	1987-1988
☉ Death Index clear	SSN State:	IL

Criminal Records

No reportable records were found.