

FIRST TEE
CHAPTER LICENSE AGREEMENT
(Central Coast)

This **FIRST TEE CHAPTER LICENSE AGREEMENT** (this “Agreement”), is made and entered into as of September 9, 2020 (the “Effective Date”), by and between **PGA TOUR FIRST TEE FOUNDATION, INC.**, a Florida nonprofit corporation (“First Tee”), and **CENTRAL COAST JUNIOR GOLF, INC.**, a California nonprofit corporation (“Chapter”). Each of First Tee and the Chapter individually is referred to as a “Party” and collectively are referred to as the “Parties.”

PREAMBLE

The First Tee® is a youth development organization that seamlessly integrates the game of golf with a life skills curriculum. First Tee creates active learning experiences that build inner strength, self-confidence and resilience (“Purpose”). The mission of First Tee is to impact the lives of young people by providing educational programs that build character, instill life-enhancing values and promote healthy choices through the game of golf (“Mission”). Because the Chapter shares the Purpose and Mission of First Tee, the Chapter desires to develop, conduct, sustain, and promote First Tee curriculum delivered in compliance with the Guidelines and Policies (as defined below) by trained coaches on behalf of the Chapter at applicable Program Locations (as defined below) (the “First Tee Life Skills Experience”) and coordinate selected Community Partner Programs (collectively, the “First Tee Program”) within the Service Area for the Term of this Agreement. In no event shall the Chapter deny access to the First Tee Life Skills Experience because of a participant’s inability to pay. The Chapter will secure adequate sponsorship funds to provide the required no-cost or reduced-cost access to participants.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements, covenants, representations and warranties contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree and covenant as follows:

ARTICLE I

SERVICE AREA

The Chapter will develop, conduct, sustain, and promote the First Tee Program and conduct marketing and fundraising activities within the boundaries of the following geographical service area: Santa Barbara and San Luis Obispo Counties; Northern Ventura County including the Cities of Oxnard, Ventura, Camarillo and Ojai (collectively, the “Service Area”).

ARTICLE II

GRANT OF LICENSES

2.1 First Tee Marks.

First Tee Marks are described on Exhibit A attached hereto (“FT Marks”), which are subject to change (in whole or in part) by First Tee without the Chapter’s knowledge or consent, provided that the parties will work together to migrate the then-current FT Marks to the updated FT Marks within a timeframe acceptable to First Tee. Any use of FT Marks shall be approved in advance by First Tee.

2.2 Grant of Secondary First Tee License.

Subject to the terms hereof, and during the Term, First Tee grants to the Chapter an exclusive, limited, revocable, non-transferrable, non-sublicensable right to use one or more marks incorporating FT Marks into a new logo or name specific to the Chapter (the “Secondary FT Marks,” together with FT Marks, the “Marks”) in connection with the ownership, promotion, operation, and marketing of the First Tee Program, the Program Locations and the promotion and sale of merchandise (“Secondary First Tee License”). The Chapter will promote the First Tee Program in the Service Area and conduct and manage programs under the name of “First Tee – Central Coast”, and such phrase together with the logo(s) shown on Exhibit B shall be considered the Secondary FT Marks. Any logos or other images incorporating FT Marks or the above-referenced Secondary FT Marks must be designed, developed and approved in advance by First Tee. Neither FT Marks nor any Secondary FT Marks shall be transferred by the Chapter to any other party or used by any Program Location in promoting or marketing the First Tee Program or its own golf course operations without First Tee’s prior consent. Anything in this Agreement to the contrary notwithstanding, the Chapter acknowledges and agrees that the Secondary FT Marks will be updated at First Tee’s discretion following any change to the FT Marks, provided that the parties will work together to migrate the then-current Secondary FT Marks to the updated Secondary FT Marks within a timeframe acceptable to First Tee.

2.3 First Tee License Rights.

First Tee has certain common law and/or statutory rights in, and to the use of, the name “The First Tee” and “First Tee,” as well as rights to permit any recombination of said name(s), whether used as a trademark, service mark or trade name, and First Tee has the exclusive right to use and license others to use such name(s). First Tee has developed one or more First Tee logos and will make all registrations deemed necessary or appropriate by First Tee. Any and all such logos, marks and/or words created from time to time shall be considered “FT Marks,” exclusively owned by First Tee, and will be subject to the terms and conditions hereof. First Tee has created and may create additional trademarks and logos, including without limitation “The First Tee Life Skills Experience”, “The First Tee Nine Core Values”, “The First Tee Nine Healthy Habits”, “The First Tee Nine Golf Fundamentals”, “The First Tee National School Program”, “The First Tee STEMLinks”, and “The First Tee DRIVE”, any and all of which shall be considered additional FT Marks under this Agreement. The Chapter shall manage and use such additional marks as part of its responsibility to manage the brand and coordinate the overall the First Tee Program within the Service Area.

2.4 Merchandise.

The Chapter will have the right to create merchandise bearing any Secondary FT Marks, including, but not limited to, caps, T-shirts, shirts, coats, jackets and other specialty items (“Authorized Goods”), so long as the Authorized Goods are manufactured in accordance with standards, specifications and instructions approved by First Tee and are sold or otherwise distributed only within the Service Area. First Tee may, at any time, review the Chapter’s merchandise, merchandising plan, selling prices, distribution sites and methods of distribution for any Authorized Goods. In the event First Tee determines, in its discretion, that the Chapter’s merchandise, merchandising plan, selling prices, distribution sites and methods of distribution for any Authorized Goods is not in compliance with First Tee’s Guidelines and Policies, First Tee may require the Chapter to obtain First Tee’s prior review and approval of such merchandise, merchandising plan, selling prices, distribution sites and methods of distribution for any Authorized Goods on a going forward basis. Within thirty (30) days following the termination or expiration of this Agreement, the Chapter shall destroy, or cause to be destroyed, all merchandise owned or on hand that was not sold to First Tee at the Chapter’s actual cost.

2.5 Signage.

The Chapter shall create, at its expense, signage at each Program Location that will identify the Chapter's relationship with First Tee, incorporate the Secondary FT Marks and be placed in highly visible locations. Subject to the provisions of any lease or golf facility use agreement, one or more of the Secondary FT Marks may be placed on collateral material at Program Locations, such as score cards, letterhead and tee box signs.

ARTICLE III

INTELLECTUAL PROPERTY

3.1 Quality Control of Secondary FT Marks.

(a) The Chapter will provide to First Tee materials and guidelines as to the artwork and reproduction of any Secondary FT Marks, including without limitation merchandise samples, which, upon approval by First Tee, shall be available for use and reproduction by the Chapter during the Term. All artwork or other materials furnished or developed pursuant hereto for this purpose shall remain the property of First Tee, and all artwork or other material delivered to the Chapter shall be returned to First Tee promptly upon request. The Chapter shall follow First Tee's instructions with regard to proper trademark usage, including display of trademark registration symbols and notices. Without limiting the generality of the foregoing, the Chapter shall comply with the First Tee Brand Guidelines (the "Brand Guidelines"), a copy of which is included in the Guidelines and Policies (as defined below).

(b) The Chapter acknowledges and agrees that First Tee is the exclusive and sole owner and proprietor of the Marks and that, solely with respect to ownership rights in and to the Marks, all of the Chapter's uses thereof under this Agreement shall inure to the benefit of First Tee. First Tee shall be the registered owner of the Secondary FT Marks and First Tee shall have the right to use the Secondary FT Marks without the Chapter's prior approval in marketing, promoting and reporting the activities of the First Tee network. To the extent any rights in or to the Secondary FT Marks are not vested in First Tee, the Chapter hereby assigns, conveys and transfers to First Tee all of its rights in and to the Secondary FT Marks so that First Tee shall be the exclusive and sole owner of such Secondary FT Marks. The Chapter acknowledges that it is not acquiring any interest or right in or to the FT Marks or in any Secondary FT Marks apart from the rights expressly granted to it in this Agreement. The Chapter will not, during or after the Term, (i) contest or deny the validity of the FT Marks or any Secondary FT Marks or the proprietary interest of First Tee therein or (ii) use any names, logos or other trademarks that are similar to, or likely to cause confusion with, the Marks. Upon termination of the Secondary First Tee License pursuant to the terms hereof, the Chapter shall immediately discontinue entirely all use of the Marks, including without limitation, all Secondary FT Marks, including any use thereof in social media or in the corporate or fictitious/dba name of the Chapter. Anything herein to the contrary notwithstanding, no monetary benefits derived by the Chapter from the Chapter's uses of the Secondary FT Marks during the Term shall inure to the benefit of First Tee.

(c) The Chapter acknowledges and agrees that nothing contained in the Secondary First Tee License or elsewhere in this Agreement gives or grants to the Chapter any right to use the names and/or logos of, or associated with, World Golf Foundation, Inc., PGA TOUR, Inc., United States Golf Association, Professional Golfers Association of America, Ladies Professional Golfers Association, Augusta National Golf Club or The Masters Tournament, or any other golf organization affiliated with or represented in the World Golf Hall of Fame or of any member, benefactor or sponsor of or inductee into the World Golf Hall of Fame. The Chapter agrees that it will not exercise the rights granted in this Agreement in any manner that might appear to constitute an endorsement by any such golf organization, member, benefactor, sponsor or inductee

without having first obtained proper authorization from such golf organization, member, benefactor, sponsor or inductee.

3.2 Protection of FT Marks and Secondary FT Marks.

First Tee may, in its sole discretion, pursue trademark, service mark and/or social media registrations in the United States or in any appropriate jurisdiction, for the FT Marks and any Secondary FT Marks. The Chapter shall cooperate with First Tee in the filing and recordation of the Secondary FT Marks. First Tee shall solely bear the cost of pursuing such trademark, service mark and/or social media registrations for the FT Marks and any Secondary FT Marks. First Tee may enforce and protect the FT Marks and any Secondary FT Marks at its sole cost and expense, and may take reasonable measures to ensure that no material infringement of the FT Marks and/or any Secondary FT Marks occurs, including, where necessary in First Tee's reasonable judgment, the institution and maintenance of appropriate actions at law or suits in equity. In such case, the Chapter shall reasonably cooperate with and assist First Tee. In the event that First Tee elects not to pursue an alleged infringement of the FT Marks and/or any Secondary FT Marks in its reasonable discretion, the Chapter shall have, upon the advance approval of First Tee, the option of pursuing, at its sole cost and expense, an action suit against the alleged infringement. In such case, First Tee shall reasonably cooperate with the Chapter.

3.3 Protection of First Tee Copyright Interests.

First Tee owns a valuable copyright interest in The First Tee Life Skills Experience, The First Tee Nine Healthy Habits, The First Tee National School Program and The First Tee DRIVE brands of curricula, training and education methods, as well as other fixed-medium information promoting the First Tee Program including any derivative works created by First Tee or any of its chapters (collectively, the "First Tee Copyright Materials"). The Chapter acknowledges and agrees that First Tee is the proprietor of the First Tee Copyright Materials, and all of the Chapter's uses of any such materials shall inure to the benefit of First Tee. First Tee shall be the exclusive and registered owner of the First Tee Copyright Materials and First Tee shall have the right to use said materials without the Chapter's prior approval in marketing, promoting and reporting the activities of First Tee network. The Chapter acknowledges that it is not acquiring any interest or right in or to the First Tee Copyright Materials apart from the rights expressly granted to it as a chapter under this Agreement and the Chapter shall not sublicense or otherwise permit the use thereof. The Chapter will not contest or deny the validity of the First Tee Copyright Materials or any derivative materials or the proprietary interest of First Tee therein. Upon termination of the Secondary First Tee License pursuant to the terms hereof, the Chapter shall immediately discontinue entirely all use of the First Tee Copyright Materials or derivative materials and promptly return, or at First Tee's option destroy, the same.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of the Chapter.

Without limiting the representations, covenants and warranties of the Chapter contained elsewhere in this Agreement, as a material inducement for First Tee to enter into this Agreement, the Chapter represents and warrants to First Tee (and unless otherwise specified, such representations and warranties are true as of the Effective Date and will continue to be true at all times, as if continuously reiterated, throughout the Term of this Agreement) that:

(a) The Chapter is a California nonprofit corporation that the Internal Revenue Service determined is exempt from federal income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code and is not a private foundation as defined in Section 509(a) of the Code;

(b) The Chapter has full power and authority to execute and deliver this Agreement and all documents, if any, now or hereafter to be executed and delivered by it pursuant to, or in connection with, this Agreement (collectively, the “First Tee Documents”), and to perform all obligations arising under or as a result of this Agreement. This Agreement constitutes a legal, valid and binding obligation of the Chapter, enforceable against the Chapter in accordance with its respective terms, covenants and conditions; and

(c) The First Tee Documents do not and will not contravene any provision of any of the organizational or other governing documents of the Chapter, any judgment, order, decree, writ or injunction, or any provision of any law or regulation applicable to the Chapter, and the delivery of the First Tee Documents will not result in a breach of, constitute a default under, or require consent pursuant to, any credit agreement, lease, indenture, mortgage, deed of trust, purchase agreement, guaranty or other instrument to which the Chapter is a party or by which the Chapter is bound or affected.

4.2 Representations and Warranties of First Tee.

Without limiting the representations, covenants and warranties of First Tee contained elsewhere in this Agreement, as a material inducement for the Chapter to enter into this Agreement, First Tee represents and warrants to the Chapter (and unless otherwise specified, such representations and warranties are true as of the date hereof and will continue to be true at all times, as if continuously reiterated, throughout the Term of this Agreement) that:

(a) PGA TOUR First Tee Foundation, Inc., is a Florida nonprofit corporation that the Internal Revenue Service has determined is exempt from federal income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code and that the Internal Revenue Service has determined is not a private foundation as defined in Section 509(a) of the Internal Revenue Code;

(b) First Tee has full power and authority to execute and deliver the First Tee Documents, and to perform all obligations arising under or as a result of the First Tee Documents. The First Tee Documents will constitute legal, valid and binding obligations of First Tee, enforceable against First Tee in accordance with their respective terms, covenants and conditions; and

(c) The First Tee Documents do not and will not contravene any provision of any of the organizational or other governing documents of First Tee, any judgment, order, decree, writ or injunction, or any provision of any law or regulation applicable to First Tee, and the delivery of the First Tee Documents will not result in a breach of, constitute a default under, or require consent pursuant to, any credit agreement, lease, indenture, mortgage, deed of trust, purchase agreement, guaranty or other instrument to which First Tee is a party or by which First Tee is bound or affected.

ARTICLE V

PROGRAM AND OPERATING RESPONSIBILITIES

5.1 Chapter Guidelines and Policies; Compliance.

(a) At all times during the Term, the Chapter will comply with the Chapter Guidelines and Policies, a copy of which is attached hereto as Exhibit C (the “Guidelines and Policies”) and which will be viewable on First Tee’s chapter intranet. The Chapter acknowledges and agrees that First Tee may amend,

modify and/or update the Guidelines and Policies at any time in its sole discretion, and that the Chapter will comply with the Guidelines and Policies upon reasonable notice from First Tee. The Chapter further acknowledges and agrees that the Guidelines and Policies may require the Chapter to be responsible for expenses and/or fees (e.g., background checks, trainings, etc.) associated with the standards and requirements of the First Tee Program, and the Chapter further agrees to be liable for all and any such costs, expenses and/or fees. First Tee will provide the Chapter an updated copy of the Guidelines and Policies in the event such Guidelines and Policies are amended, modified and/or updated during the Term.

(b) At all times during the Term, the Chapter will, and will cause the Chapter's employees, agents, representatives and volunteers to, (i) comply with and adhere to all applicable laws, rules and regulations, as the same may be amended from time to time, and (ii) carry out its duties pursuant to this Agreement and as a licensed chapter in compliance with all of First Tee's Guidelines and Policies (including, without limitation, (a) the First Tee Safe Sport Policy and (b) applicable minimum performance standards set forth therein) in effect from time to time during the Term, as the same may be added and/or amended from time to time in First Tee's sole discretion, without notice to or consent of the Chapter.

5.2 Program Locations.

(a) An essential way to maximize Chapter resources and expand the number of participants in the First Tee Program is for the Chapter to establish and manage relationships with existing golf facilities. A golf facility program location (each, a "Program Location" and collectively, the "Program Locations") is a green grass golf facility (e.g., a 9 or 18 hole golf course, driving range or other golf complex) within the Service Area that allows the chapter to deliver the Life Skills Experience to young people and provides participants with access to the golf course and practice areas at no cost or a reasonable cost. The Chapter shall maintain a sufficient number of Program Locations throughout the Service Area, and maximize program utilization based on the capacity at each Program Location, to serve youth participants and impact the community consistent with its approved plans. The Chapter shall have at least one (1) coach available at each Program Location trained at the appropriate level to deliver the certifying programs being offered at the Program Location.

(b) The Chapter is responsible for obtaining a written use agreement in compliance with the Guidelines and Policies with the owner or operator of each Program Location, which sets forth access and use rights, program delivery personnel, brand licensing, financial terms, insurance and other considerations for the Chapter to deliver the Life Skills Experience at each Program Location. The Minimum Access Guidelines for participant certification purposes are set forth in the Guidelines and Policies (the "Minimum Access Guidelines"). As a condition of this Agreement, the Chapter will maintain at least one golf facility use agreement (a "Use Agreement") that complies with the Minimum Access Guidelines. At all times during the Term, the Chapter will maintain in full force and effect the Use Agreement or will secure another use agreement that complies with the then-current Minimum Access Guidelines. The Chapter will provide First Tee a copy of the Use Agreement at any time upon First Tee's request. At any time the Use Agreement is amended and/or replaced, the Chapter will promptly provide an updated copy of such agreement to First Tee.

ARTICLE VI

TERM; TERMINATION

6.1 Term.

Unless terminated earlier pursuant to the terms and conditions contained in this Agreement, the initial term of this Agreement will commence on the Effective Date and will expire on December 15, 2023 (the

“Initial Term”). Thereafter, this Agreement shall automatically renew for successive two (2) year periods (each, a “Renewal Term”) unless either party provides written notice to the other of its intent not to renew at least ninety (90) days prior to the end of the Initial Term or a Renewal Term, as the case may be, or unless otherwise terminated earlier pursuant to the terms and conditions contained in this Agreement. The Initial Term and any Renewal Terms shall collectively be considered the “Term.”

6.2 Termination for Event of Default.

(a) The occurrence of any one or more of the following events during the Term of this Agreement shall constitute an “Event of Default” hereunder:

(i) Any failure to substantially comply with the performance or observance of any material term, agreement, covenant or condition of this Agreement which default continues for sixty (60) days after Notice thereof is given to the defaulting party; provided, however, if such default cannot be cured within sixty (60) days, no Event of Default shall be deemed to have occurred so long as the defaulting party has commenced and is diligently implementing a cure within said sixty (60) day period and pursues such cure to a timely conclusion;

(ii) Any materially false or misleading representation or warranty contained in or given in connection with this Agreement which continues uncorrected for thirty (30) days after Notice thereof is given to the defaulting party;

(iii) The application by either party for, or consent to, the appointment of a receiver, trustee, liquidator or custodian (or similar official) of it or all or a substantial part of its assets; or if either party shall: (i) be unable, or admit in writing its inability, to pay its debts as they mature, (ii) make a general assignment for the benefit of creditors, (iii) be adjudicated as bankrupt or insolvent, (iv) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or make any arrangement with creditors or take advantage of any insolvency loss, or (v) file an answer admitting the material allegations of a petition filed against it in any bankruptcy, reorganization or insolvency proceeding; or if any action shall be taken with the purpose of effecting any of the foregoing items (i) through (v); or if an order, judgment or decree shall be entered in any court of competent jurisdiction approving a petition seeking reorganization or appointing a receiver, trustee, liquidator or custodian (or other similar official) of either party hereto, or its assets, and such order, judgment or decree shall continue unstayed for a period of thirty (30) consecutive days;

(iv) Any material breach under any other agreements or other written obligations between the Chapter and First Tee, giving effect to any cure periods provided therein; and

(v) Any tortious, fraudulent or unlawful conduct of the Chapter, its agents, officers, volunteers, directors or employees that materially and adversely affects the quality image or reputation of First Tee as determined in First Tee’s sole discretion; and

(vi) Any early termination of this Agreement by the Chapter, except in the event of termination by the Chapter due to a material default by First Tee.

(b) Upon the occurrence of any Event of Default, the non-defaulting party may, but shall not be required to, terminate this Agreement upon thirty (30) days written Notice and, in addition, pursue all rights and remedies available at law or in equity, including, without limitation, specific performance. In the event of such termination, the non-defaulting party shall be released from all obligations and liabilities under this Agreement, except for those obligations and liabilities which are intended to survive termination; provided that such termination shall have no effect upon the obligations and/or liabilities which arose prior to

termination. In addition to the remedies stated above, upon an Event of Default by the Chapter under this Agreement, at First Tee's option and upon Notice to the Chapter, the following will occur:

(i) The Chapter's rights granted herein shall be revoked and the Chapter shall be removed as a member of the First Tee chapter network and shall no longer operate as a licensed chapter;

(ii) This Agreement and all other rights granted to the Chapter by First Tee shall terminate, and the Chapter shall promptly return, or at First Tee's option destroy, any curriculum or training materials, promotional materials, as well as all unused inventory of golf equipment and supplies, received from First Tee so that other chapters may utilize such items; and

(iii) The Service Area and/or the Secondary FT Marks of the Chapter may be amended and modified in First Tee's sole discretion to reflect an appropriate program service area and trade name.

6.3 Termination for Cause.

Anything in this Agreement to the contrary notwithstanding, First Tee shall have the right, at any time, to immediately terminate this Agreement for Cause upon written notice to the Chapter. The term "Cause" shall mean the occurrence of any of the following events: (a) any actual or alleged action or inaction of the Chapter or the Chapter's employees, agents or representatives that adversely affects and/or impacts the business, reputation and/or image of First Tee and/or its chapter network (as a whole or otherwise), in each case as determined by First Tee in its sole discretion, and/or (b) any such other matter that has an adverse impact on the parties' ability to maintain an ongoing relationship, as determined by First Tee in its sole discretion. Following any termination pursuant to this Section 6.3, First Tee may invoke its rights pursuant to Section 6.2(b) as if First Tee were the non-defaulting party and the Chapter were the defaulting party.

ARTICLE VII

INDEMNIFICATION

7.1 Indemnification by the Chapter.

The Chapter shall defend, indemnify, reimburse, release and hold First Tee, World Golf Foundation, Inc., PGA TOUR, Inc., their respective affiliates and their respective officers, directors, employees, representatives, agents, successors and assigns, harmless from and against, without limitation, any and all claims, losses, suits, actions, causes of action, disputes, damages, liabilities, obligations or penalties, including, without limitation, all costs, charges, expenses and reasonable attorneys' fees (whether incurred in pre-suit negotiation, in preparation for or at trial, on appeal, in any insolvency or bankruptcy proceeding or otherwise), arising out of: (i) any damage to property, or injury to, or death of persons (including without limitation the property and persons of the parties hereto, and their respective agents, representatives, licensees, invitees, volunteers, employees, contractors, subcontractors, officers and directors) occasioned by or in connection with the tortious acts, malfeasance, negligent or willful acts or omissions of the Chapter (or its agents, representatives, licensees, invitees, volunteers, employees, contractors, subcontractors, officers or directors); (ii) the Chapter's (or its agents, representatives, licensees, invitees, volunteers, employees, contractors, subcontractors, officers or directors) use, occupancy or operation of the Program Locations; or (iii) breach of its or their material duties and obligations under this Agreement arising from (A) the Chapter's use of any Marks or (B) the Chapter's breach of its duties and obligations under this Agreement. The obligations of the Chapter hereunder shall survive the expiration or earlier termination of this Agreement.

First Tee shall notify the Chapter promptly upon receipt of notice of any such claim, and the Chapter shall assume responsibility for the defense thereof on behalf of First Tee, subject to the approval by First Tee of the legal counsel engaged by the Chapter to defend such claim, which approval shall not be unreasonably withheld. These indemnification obligations shall not apply to any claims, losses, damages, obligations, penalties or liabilities which may result or arise from First Tee's gross negligence or willful acts or omissions (or that of its agents, representatives, licensees, invitees, volunteers, employees, contractors, subcontractors, officers or directors).

7.2 Indemnification by First Tee.

First Tee agrees to indemnify and hold the Chapter, its related entities, and their respective officers, directors, employees, representatives and agents (the "Chapter Indemnitees") harmless from and against, without limitation, any and all losses, claims, suits, actions, causes of action, disputes, damages, expenses, judgments, awards, petitions, demands or liabilities, joint or several, including, without limitation, all costs, charges, expenses and reasonable attorneys' fees (whether incurred in pre-suit negotiation, or before, in preparation of or at trial, on appeal or in any insolvency or bankruptcy proceeding) to which any one or more of the Chapter Indemnitees may become subject arising from First Tee's breach of its duties and obligations under this Agreement or as a result of any infringement of a trademark or service mark by the Chapter's use of any FT Marks or Secondary FT Marks pursuant to the terms hereof. The foregoing obligations shall not apply to the extent the infringement arises as a result of any modifications to and/or use of the Marks made by the Chapter without First Tee's prior consent. The Chapter shall notify First Tee promptly upon receipt of notice of any such claim, and First Tee shall assume responsibility for the defense thereof on behalf of the Chapter Indemnitees, subject to the approval by the Chapter of the legal counsel engaged by First Tee to defend such claim, which approval shall not be unreasonably withheld. First Tee's obligations to the Chapter under this section shall survive the expiration or earlier termination of this Agreement.

ARTICLE VIII

INSURANCE

At all times during the Term, the Chapter shall, at its expense, maintain the insurance policies, issued by an insurance company or companies with an AM Best Rating of A-XI or better, licensed to transact business in the appropriate state or states and covering the Chapter's activities at the Program Location and elsewhere, each as set forth on Exhibit D (the "Insurance Requirements"). Such insurance shall be provided with a combination of primary and excess/umbrella policies with the minimum limits required for each policy as set forth in the Insurance Requirements. The Chapter acknowledges and agrees that First Tee may amend, modify and/or update such Insurance Requirement via the Guidelines and Policies at any time in its sole discretion, and that the Chapter will comply with the amended, modified and/or updated Insurance Requirements upon reasonable notice from First Tee.

ARTICLE IX

MISCELLANEOUS PROVISIONS

9.1 Inspection Rights.

Although the Chapter will exercise full control over the Chapter's activities, management and operation, First Tee's role will include reasonable oversight to allow for proper evaluation of the Chapter's activities, management and operations relating to the First Tee Program. The Chapter shall maintain at an appropriate office location accurate books and records showing in detail the components and amounts of gross revenue received from the First Tee Program, and First Tee shall be provided reasonable access to inspect

such books and records upon reasonable notice to the Chapter. In connection therewith, the Chapter agrees to permit, upon prior notice to the Chapter, First Tee, its accountants, representatives, attorneys and agents to have reasonable access to all files, records, materials, information or personnel, or to enter any Program Location or Community Partnerships (as such term is defined in the Guidelines and Policies) location at any reasonable time, without material disruption to personnel or operations.

9.2 Notices.

Any notice, demand, consent, authorization, request, approval or other communication which either party is required or may desire to give to or make upon the other party pursuant to this Agreement (each, a “Notice”) shall be effective and valid only if in writing, signed by the party giving such Notice, and delivered personally to the other party or sent by facsimile transmission, electronic mail, hand delivery, express 24-hour guaranteed courier or delivery service or by registered or certified mail of the U.S. Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows (or to such other place as either party may specify by Notice to the other party):

- (a) if to the Chapter, to it at:

Central Coast Junior Golf, Inc.
Attn: President
885 Windsor Court
Santa Barbara, California 93111

- (b) if to First Tee, to it at:

PGA TOUR First Tee Foundation, Inc.
Senior Vice President, Network Relations
425 South Legacy Trail
St. Augustine, Florida 32092

Notices shall be deemed given when received, but, if delivery is not accepted, on the earlier of the date delivery is refused or the third day after it is deposited with the U.S. Postal Service.

9.3 No Agency, Partnership, Joint Venture or Employment Relationship.

This Agreement shall not be construed as in any way establishing a partnership, joint venture, express or implied agency or employer-employee relationship between the parties hereto.

9.4 Press Releases.

No party will issue any press release or any other public relations materials, such as a media alert, with respect to this Agreement or the terms and conditions hereof, or otherwise disclose any of the terms and conditions or obligations set forth herein without the other party’s prior written consent, unless otherwise required by applicable law.

9.5 Assignment.

Neither party may assign this Agreement without the prior written consent of the other party, except that First Tee may assign and transfer its rights and obligations hereunder to a successor entity or assignee of all or substantially all of its assets that is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code.

9.6 No Waiver.

No consent to or waiver of any breach of any provision of this Agreement by either party hereto shall be construed as a consent to or waiver of any other breach of the same or any other provision hereof.

9.7 Governing Law.

This Agreement shall be construed and enforced in accordance with the laws of the State of Florida without regard to conflict of law principles and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

9.8 Severability; Survival; Time of the Essence.

If any provision hereof is declared or held to be invalid or unenforceable, such declaration or holding shall not affect the remaining provisions hereof which shall remain in full force and effect, provided that such invalidity or unenforceability does not substantially deprive either party of the benefit of its respective bargain. All continuing covenants and/or obligations herein shall survive the expiration or earlier termination of this Agreement. Time is of the essence with respect to the parties' performance of their respective obligations hereunder.

9.9 Third Party Beneficiaries.

This Agreement shall be for the sole benefit of the parties hereto, and no other person or entity shall be entitled to rely upon or receive any benefits from this Agreement or any provision hereof.

9.10 Amendment.

This Agreement may not be modified, discharged or changed in any respect whatsoever, except by a further agreement in writing duly executed by both parties hereto. However, any consent, waiver, approval or authorization shall be effective if signed by the party granting or making such consent, waiver, approval or authorization.

9.11 Counterparts and Electronic Delivery.

This Agreement may be executed in any number of counterparts (including by facsimile, .pdf and/or other electronic means), each of which shall be deemed to be an original, but both of which, taken together, shall constitute one and the same instrument.

9.12 Entire Agreement; Construction.

This Agreement and the documents referenced and/or incorporated herein contain the complete and entire agreement of the parties respecting the transactions contemplated herein, and supersede all prior negotiations, agreements, representations and understandings, if any, between the parties respecting such matters. All recitals and all attachments and exhibits referred to in this Agreement are incorporated herein by reference and shall be deemed part of this Agreement for all purposes as if set forth at length herein. Because each party hereto has contributed materially in the negotiation and drafting of this Agreement, the parties agree that it shall not be construed more strictly against either party. For the avoidance of doubt, the parties agree that the Chapter License and Program Development Agreement between The First Tee, a division of World Golf Foundation, Inc. and Chapter, dated October 27, 2017, is hereby terminated and of no further force or effect.

[The parties have left the remainder of this page blank intentionally.]

By execution and delivery of their signatures, the Parties evidence their agreement to the provisions contained in this Agreement as of the Effective Date.

FIRST TEE:

PGA TOUR FIRST TEE FOUNDATION, INC.

By: _____
Jennifer Weiler
Senior Vice President, Network Relations

CHAPTER:

CENTRAL COAST JUNIOR GOLF, INC.

By: _____
Robert Moss
President

EXHIBIT A

FT Marks

First Tee®



EXHIBIT B

Secondary FT Marks

Chapter/Program Location Names in Text:

First Tee - Central Coast at Laguna Lake Golf Course
[or other Program Location name]

Chapter Trade Name in Text:

First Tee - Central Coast

Chapter Logo:



EXHIBIT C

Guidelines and Policies

See attached.

EXHIBIT D

Insurance Requirements

During the Term, and in accordance with the terms and conditions contained in Article VIII, the Chapter shall maintain the following insurance policies:

(a) **Commercial General Liability** insurance with required minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate to cover bodily injury and property damage. Such policy shall also provide coverage for products and completed operations, damage to premises rented, personal and advertising injury, abuse & molestation, participant legal liability, and medical expense coverage;

(b) **Auto Liability** of not less than One Million Dollars \$1,000,000 combined single limit covering liability arising out of Chapter's operation of any automobile including owned, hired and non-owned automobiles;

(c) **Workers' Compensation** insurance for the Chapter's employees in compliance with the appropriate federal and state laws and Employer's Liability with limits of not less than Five Hundred Thousand Dollars (\$500,000) per accident or disease in the jurisdiction of Chapter's operation;

(d) **Umbrella/Excess** insurance of Four Million Dollars (\$4,000,000) per occurrence and in the aggregate;

(e) **Property Insurance** against loss or damage on an "All Risk" and replacement cost basis covering the Chapter's property and property of others in the Chapter's care, custody, and control at the Program Locations and elsewhere in such amounts as are customary for a prudent owner or operator of like properties;

(f) **Cyber Liability** insurance with limits not less than One Million Dollars (\$1,000,000) in the aggregate. Such insurance shall provide coverage for liability associated with the Chapter's services involving a data breach and shall include coverage for expenses such as notification costs, forensic investigations, legal fees, fines and penalties;

(g) **Accident Medical Coverage** for youth and adults participating in the Chapter's programs not less than Twenty-Five Thousand (\$25,000); and

(h) **Directors & Officers/Employment Practices Liability** coverages or similar package with limits not less than One Million Dollars (\$1,000,000).

Each policy of insurance shall be in a form and amount reasonably acceptable to First Tee and, when applicable, may be adjusted to meet local insurance industry standards. The World Golf Foundation, Inc., PGA TOUR First Tee Foundation, Inc., and PGA TOUR, Inc. shall be named as additional insureds on all liability policies (items (a), (b), (d), and (f) above) and such insurance shall be primary and non-contributory to any other insurance available to the additional insureds. The Chapter shall provide First Tee with a certificate of insurance annually evidencing the coverage required pursuant to this Agreement.