

GOLF COURSE MARKETING AGREEMENT

This GOLF COURSE MARKETING AGREEMENT ("Agreement") is made and entered into on this 6th day of March, 2014, between GolfTek, LLC d/b/a EagleWatchGolf ("EWG"), a limited liability company with its principal office located at 1256 Manchester Street, Lexington, Kentucky 40504 and Lexington Fayette Urban County Government, ("Customer"), an owner operator of golf courses identified on Exhibit "A" hereto. EWG and Customer are collectively referred to herein as the "parties."

WHEREAS, EWG is engaged in providing innovative ways to create more excitement for golfers that play Customer's golf course by awarding prizes to golfers for their accomplishments of skill and athletic feats while generating more business for Customer through increased golf rounds and advertising opportunities; and

WHEREAS, Customer desires to utilize EWG's products and services to assist in the generation of additional revenue and excitement for golfers playing its golf course to reward them for accomplishments of their golfing skills and athletic feats.

NOW THEREFORE, for the mutual covenants set forth herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby agree as follows:

1. **Definitions.** As used in this Agreement, the following terms shall have the meanings set forth below:

- a. "EWG" shall mean GolfTek, LLC and all employees, agents, sales representatives, independent contractors, members and officers of GolfTek, LLC.
- b. "Customer" shall mean all employees, agents, independent contractors, members and officers of the Customer identified in the first paragraph of this Agreement.
- c. "Golf Course" shall mean the Customer's golf course(s) identified on Exhibit "A" during the effective Term of this Agreement.
- d. "Golfer" shall mean an individual person that has paid Customer to play an 18-hole or 9-hole round of golf on Customer's Golf Course.
- e. "Prize" or "Prizes" shall mean the awards or money provided to a Golfer for recognition of Golfer achieving the specific accomplishments of skill and athletic feats set forth on Exhibit "C" on the designated Par 3 Holes identified on Exhibit "B".
- f. "InfoPrizeCards" shall mean the four color promotional display, cards and/or brochures containing the Rules and procedure for redemption of Prizes from the Par 3 hole Advertisers.
- g. "VeriPrizeSystem" shall mean EWG's processes, procedures and techniques for monitoring Golfers on Golf Course for the purposes of verifying and redemption of Prizes when the accomplishments set forth on Exhibit "C" are attained.

h. “Winner” shall mean a Golfer that has been verified by EWG as achieving the specific accomplishments set forth on Exhibit “C” on Golf Course.

i. “Golf Rounds” shall mean the number of Golfers playing golf during the Term of this Agreement.

j. “Rules” shall be the policies and procedures set forth on Exhibit “D”.

k. “Par 3 Holes” shall mean the identified holes on Exhibit “B” that are listed, whether in the singular or plural.

l. “Promotional Items” shall mean all marketing items, merchandise, displays or materials as identified on Exhibit “E”. Exhibit “E” may be amended by mutual agreement of the parties in the event that Products are added or discontinued.

m. “Advertiser” shall mean any person, entity or organization that is displaying marketing items, merchandise, displays or materials on a Par 3 Hole that has agreed to provide Prizes to a Winner.

n. “Greens’ Fee Revenue” shall mean all gross revenue amounts received by Customer for Golfers on the Golf Course.

2. **Scope of Project.** EWG will assist Customer, as set forth below, in providing marketing opportunities to capture advertising revenue and in an effort to increase golf rounds at the Course through the use of promotional Prizes to golfer on the Course that meet specific criteria while playing a Golf Round at the Course.

3. **EWG’s Obligations.** EWG will:

a. assign a field technician to provide, install and maintain solar-powered digital video monitoring systems/cameras on all Par 3 Holes on Course;

b. provide, install and maintain structurally-sound and appropriately designed hole signage at each Par 3 tee box that displays the advertisers’ logo;

c. make available to Customer the 4-color InfoPrizeCards, which will accompany the Customer’s scorecard. The InfoPrizeCard will describe the rules and the prizes being offered;

d. confirm all winners through EWG’s VeriPrizeSystem;

e. be responsible for providing the Prizes for Winners; and

f. facilitate the Prize redemption process directly with the Winner.

g. assign an onsite technician to initially train Customer’s staff on the VeriPrize System.

4. **Customer's Obligations.** Customer shall:

- a. with the assistance of EWG, fully educate and train Customer's employees to provide each golfer with an InfoPrizeCard before the start of any Golf Round;
- b. provide EWG with an accounting of the estimated number of Golf Rounds played for the preceding 12 months from the beginning Term Date;
- c. allow EWG access to promote advertising through signage on the Par 3 tee box area;
- d. allow EWG to interview/poll golfers following their rounds in order to document the experience and track advertiser recall, however Customer reserves the right to stop or modify interviews/polling if Customer's golfers express dissatisfaction with the process;
- e. allow EWG to use golfers likeness and/or name after written consent has been obtained from the golfer;
- f. adequately train and educate its employees on the terms, Rules and use of the VeriPrizeSystem and InfoPrizeCard, and shall attend all training sessions required by EWG and utilize such training materials as provided by EWG;
- g. not alter, manipulate or modify the VeriPrizeSystem and InfoPrizeCard in any way and Customer shall at all times conduct its activities pursuant to the Rules and terms of this Agreement;
- h. not make any representations or statements, written or otherwise, concerning Prizes, distance to the hole or other statements, except as specifically authorized by EWG. Customer shall have no right or authority to make any guarantees on payments of any Prizes nor have any authority to offer or agree to the award of any Prizes, without prior written authorization by EWG;
- i. not knowingly submit to EWG any information that is false, inaccurate or misleading regarding Prizes, awards, distance to the hole or other statements;
- j. not alter or change any of the Promotional Materials without the written consent of EWG;
- k. notify EWG immediately in writing of any material changes to the Golf Course that would affect the distance of any Par 3 Hole, placement of the tee box, slope of the greens, whether a temporary tee or temporary green have been set up, or other factors affecting the playability of any Par 3 Hole. In the event that a temporary tee or temporary green have been set up, then these holes would not be eligible for any Prizes and Customer shall notify all Golfers of such holes not being part of the VeriPrizeSystem;
- l. provide EWG on a monthly basis by the fifth day of the following month a count of Golf Rounds for each Golf Course; and

m. Customer agrees to, at EWG's request, act as a reference to provide third parties (as consented to by EWG) with information regarding EWG's Product and interaction with Customer's Golf Courses, including but not limited to a joint press release announcing Customer's Golf Courses are using EWG's VeriPrizeSystem and InfoPrizeCard, and the ability to list the Customer's Golf Courses in a slide presentation to third parties with Customer's Golf Courses names, marks and logo displayed therein. Additionally, Customer agrees to permit EWG to release to third parties that Customer's Golf Courses have used the EWG VeriPrizeSystem and InfoPrizeCard and been a Customer. Customer also agrees to permit EWG to publicize in all media formats about winners of Prizes at Golf Course. The parties acknowledge and agree that except as expressly stated herein, no right, title or interest in or to any trademark, service mark, trade name, intellectual property or proprietary or confidential information of a party is being conveyed to the other party by any term or provision of this Agreement or any of the agreements or exhibits attached hereto. In no event shall EWG use the logo of the Customer for any purpose whatsoever without prior written permission of the Customer.

5. **Advertiser and Signage Approval.** Customer reserves the right to approve all advertising sponsors, and their proposed signage, which approval will not be unreasonably withheld.

6. **Guarantee of Prize Award.** Customer shall not be responsible for any award or prize. EWG will provide Customer with a bond, surety or instrument of similar nature that is satisfactory to Customer guaranteeing award of prizes.

7. **Insurance.** EWG will provide Customer satisfactory evidence of insurance coverage to protect customer from any damage to third party's as a result of EWG equipment.

8. **Term and Renewal.** The Term of this Agreement shall be for a period of one (1) year from March 15, 2014 and shall expire one (1) year thereafter unless terminated earlier as provided herein. The parties will attempt to renew the Agreement on an annual basis under mutually agreed-upon terms.

9. **Termination.**

a. In the event of a material breach of this Agreement, the non-breaching party may terminate this Agreement upon thirty (30) days prior written notice to the breaching party; provided no agreement shall terminate in the event the breaching party has cured the breach and provided written notice of the cure to the non-breaching party prior to the expiration of such thirty (30) day period.

b. Notwithstanding the above, this Agreement may be terminated by EWG, effective immediately upon written notice, if any of the following events occur:

- (i) If Customer breaches the provisions of Section 4(a),(f), (g), (i) or (j);
- (ii) By either party, if the other party becomes bankrupt or enters into any arrangements with its creditors or enters into liquidation, dissolution or receivership;

- (iii) any act that materially damages the reputation, goodwill, or good name associated with EWG; or
- (iv) if Customer ceases actively conducting its business.

10. **Duties upon Expiration or Termination.** Upon expiration or termination of this Agreement for any reason, the parties agree as follows:

- a. both parties will immediately discontinue making any statements or representations, express or implied, that either is a representative of or otherwise affiliated in any way with the other party;
- b. Customer will immediately cease offering any Promotional Material or the opportunity to win Prizes at Golf Course to any of its golfers;
- c. Customer will immediately remove from public display and return all Promotional Materials, marketing materials and information related to the VeriPrizeSystem and InfoPrizeCard;
- d. Customer will immediately advise all Golfers that the VeriPrizeSystem and InfoPrizeCards are no longer available at Golf Course;
- e. Customer will promptly provide EWG access so it can remove its equipment and materials from the Golf Course and which removal must be completed within 30 days of expiration or termination of agreement; and

11. **Ownership and Proprietary Rights.** Customer agrees that all right, title and interest (including copyright and other proprietary or intellectual property rights) in and to the VeriPrizeSystem, InfoPrizeCard and all Products belong exclusively to EWG and are not licensed or transferred except as expressly stated herein. Customer further agrees that EWG owns the equipment, cameras, signage and all items utilized in the VeriPrizeSystem, InfoPrizeCard and all Products and has the right to remove such equipment if the Agreement terminates. Customer agrees not to remove, alter or obscure any mark, notice or legend pertaining to the origin, identity or ownership of the VeriPrizeSystem, InfoPrizeCard or Products or any component thereof. Customer may not permit anyone else to, (a) modify the VeriPrizeSystem, InfoPrizeCard or Products or use them for any commercial purpose or public display, performance, sale or rental except as prescribed herein; or (b) remove any copyright, trademark, service mark or other EWG proprietary notices of EWG or third parties Advertisers.

12. **Warranty Information.** During the term of the Agreement, EWG agrees to use commercially reasonable efforts to make its VeriPrizeSystem, InfoPrizeCard or Products perform according to the specifications provided by EWG. Except as provided above, Products are presented "As Is" and Customer assumes all risks associated with use thereof. EWG does not make any express or implied warranties, conditions or representations to Customer with respect to the VeriPrizeSystem, InfoPrizeCard or Products, whether oral or written, express, implied or statutory. In no event will the total liability of EWG for any damages, including any compensatory, incidental, indirect, special, exemplary or consequential damages (including but not limited to, damages or costs incurred as a result of loss of time, loss of savings, claims made,

actions asserted, loss of profits, or loss of goodwill) whether foreseeable or unforeseeable, that may arise out of or in connection with this Agreement incurred by Customer ever exceed the fees actually paid by Customer to EWG during the preceding calendar year of the date that any such claim is made, regardless of the form of action, whether based on contract, tort, warranty, negligence, strict liability, products liability or otherwise. However, EWG shall be liable, without limitation for property damage and/or personal injury caused by the negligence or willfull misconduct of an EWG employee while on Customer's property.

13. **Data.** Customer acknowledges and agrees that all data collected or received by EWG in connection with this Agreement may be used by EWG for internal use and to provide with third parties, including without limitation providing information regarding the Products and statistics. EWG intends to use such information to communicate with other third parties about opportunities and trends but in no event will EWG disseminate Customer's golfer's personal information without the golfer's express written consent.

14. **Notices.** All notices required under this Agreement must be in writing and will be deemed to have been duly given when (i) delivered by hand or (ii) 72 hours after being placed in the United States mail, postage prepaid, registered or certified mail, return receipt requested, or (iii) when received by the addressee, if sent by a nationally recognized overnight delivery service, prepaid, in each case to the appropriate addresses indicated below (or to such other addresses as a party may designate by notice to the other parties):

If to EWG: GolfTek, LLC
 P.O. Box 23402
 Lexington, KY 40523

If to Customer: Brian Rogers
 469 Parkway Dr.
 Lexington, KY 40514

15. **Limitation of Liability.** THE CUMULATIVE LIABILITY OF EWG FOR ALL CLAIMS RELATING TO OR ARISING OUT OF THIS AGREEMENT OR FOR ANY SERVICES RENDERED HEREUNDER, IN CONTRACT, TORT, OR OTHERWISE SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID TO EWG PURSUANT TO THIS AGREEMENT. IN NO EVENT SHALL EWG BE LIABLE TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, OR INCIDENTAL DAMAGES. CUSTOMER IS NOT RESPONSIBLE TO EWG FOR DAMAGE CAUSED BY ANY THIRD PARTY TO EWG'S SIGNAGE OR EQUIPMENT. HOWEVER, EWG SHALL BE LIABLE, WITHOUT LIMITATION FOR PROPERTY DAMAGE AND/OR PERSONAL INJURY CAUSED BY THE NEGLIGENCE OR WILLFULL MISCONDUCT OF AN EWG EMPLOYEE WHILE ON CUSTOMER'S PROPERTY.

16. **General Provisions.**

a. *Relationship of the Parties.* Nothing contained in this Agreement shall be deemed to constitute either party as a partner, joint venture partner or employee of the other party for any purpose. Neither party by virtue of this Agreement shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party. Neither party has the right or power to create any obligation or to bind the other party in any manner.

b. *Waiver.* No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other term, provision or condition hereof, whether or not similar, nor shall such waiver constitute a continuing waiver of any such term, provision or condition hereof. No waiver shall be binding unless executed in writing by the party making the waiver.

c. *Severability.* If any provision of this Agreement is determined to be illegal or unenforceable, then such provision will be enforced to the maximum extent possible and the other provisions will remain fully effective and enforceable.

d. *Amendment.* No amendment of this Agreement shall be valid unless in writing and signed by both parties.

e. *Governing Law and Enforcement of the Agreement.* The validity, enforceability, interpretation, and performance of this Agreement shall be governed by laws of the Commonwealth of Kentucky. Any actions to enforce this Agreement shall be brought exclusively within the state or federal courts located in Fayette County, Kentucky.

f. *Force Majeure.* If the performance of any part of this Agreement by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond the control of either party, that party shall be excused from such to the extent that it is prevented, hindered or delayed by such causes.

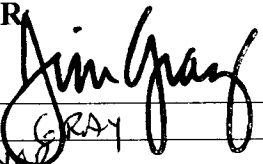
g. *Exhibits.* This Agreement, together with Exhibits "A", "B", "C" and "D" (Rules) are incorporated by reference herein, constituting the entire agreement of the parties hereto. In the event of a conflict between the terms of this Agreement and the terms contained in any Exhibit attached hereto, the terms of this Agreement shall control.

h. *Assignment.* This Agreement may be assigned by EWG.

i. *Execution in Counterparts.* This Agreement may be executed in two or more counterparts, all of which taken together shall constitute one document. The parties further covenant and agree that the signatures executing this Agreement, provided by facsimile or electronic transmission, shall stand as and for the original, and the parties agree to be bound thereby. The Parties shall attempt in good faith to deliver manually executed copies to supplement any signature provided by facsimile transmission.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this Agreement from the Effective Date designated above.

CUSTOMER:


Name: JIM GRAY
Title: Mayor
Date: 3-10-14
Address: 200 E. Main St., Lexington KY 40507
E-Mail address: _____

AND

GOLETEK, LLC:

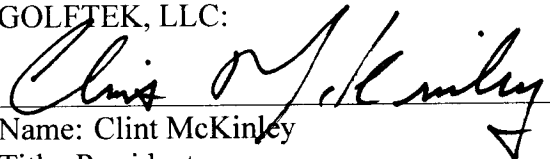

Name: Clint McKinley
Title: President
Date: February 3, 2014
Address: P.O. Box 23402, Lexington, KY 40523
E-Mail address: cmckinley@eaglewatchgolf.net

EXHIBIT A
Golf Course Directory

Course Name	Address
Lakeside Golf Course	3275 Richmond Rd. Lexington, KY 40509
Tates Creek Golf Course	1400 Gainesway Drive Lexington, KY 40517
Kearney Hill Golf Links	3403 Kearney Rd. Lexington, KY 40511
Gay Brewer, Jr. Course at Picadome	469 Parkway Drive Lexingotn, KY 40504

EXHIBIT B

Lexington Municipal Courses

Lakeside Golf Course

3	166	15	118	15
6	167	11	134	11
11	160	16	116	16
13	186	12	120	12

Tates Creek Golf Course

4	150	15	138	15
7	121	17	117	17
14	180	16	144	16
17	150	18	111	18

Kearney Hill Golf Links

2	140	17	115	17
8	165	13	139	13
12	175	16	125	16
15	168	18	127	18

Gay Brewer, Jr. Course at Picadome

2	156	10	141	10
4	107	18	108	18
7	131	14	99	14
12	176	13	124	13
15	150	9	101	9

EXHIBIT C

Hole #	Prize Values				Men's Yardage		Mens Handicap		Prize Values				Womens Yardage		Womens Handicap	
	Hole in One		Within One (1) Foot		Between One (1) Foot and Two (2) Feet		From Cup	From Cup	Hole in One		Within One (1) Foot		Between One (1) Foot and Two (2) Feet		From Cup	From Cup
	From Cup	From Cup	From Cup	From Cup	From Cup	From Cup			From Cup	From Cup	From Cup	From Cup	From Cup	From Cup		
3	\$2,000 - \$4,000	\$200	\$100	166	15	\$2,000 - \$4,000	\$200	\$100	118	15	\$2,000 - \$4,000	\$200	\$100	118	15	
6	\$2,000 - \$4,000	\$200	\$100	167	11	\$2,000 - \$4,000	\$200	\$100	134	11	\$2,000 - \$4,000	\$200	\$100	134	11	
11	\$1,000 - \$1,500	\$150	\$50	160	16	\$1,000 - \$1,500	\$150	\$50	116	16	\$1,000 - \$1,500	\$150	\$50	116	16	
13	\$2,000 - \$4,000	\$200	\$100	186	12	\$2,000 - \$4,000	\$200	\$100	120	12	\$2,000 - \$4,000	\$200	\$100	120	12	

Lakeside Golf Course

4	\$2,000 - \$4,000	\$200	\$100	150	15	\$2,000 - \$4,000	\$200	\$100	138	15	\$2,000 - \$4,000	\$200	\$100	138	15
7	\$1,000 - \$1,500	\$150	\$50	121	17	\$1,000 - \$1,500	\$150	\$50	117	17	\$1,000 - \$1,500	\$150	\$50	117	17
14	\$1,000 - \$1,500	\$150	\$50	180	16	\$1,000 - \$1,500	\$150	\$50	144	16	\$1,000 - \$1,500	\$150	\$50	144	16
17	\$1,000 - \$1,500	\$150	\$50	150	18	\$1,000 - \$1,500	\$150	\$50	111	18	\$1,000 - \$1,500	\$150	\$50	111	18

Tates Creek Golf Course

2	\$1,000 - \$1,500	\$150	\$50	140	17	\$1,000 - \$1,500	\$150	\$50	115	17	\$1,000 - \$1,500	\$150	\$50	115	17
8	\$2,000 - \$4,000	\$200	\$100	165	13	\$2,000 - \$4,000	\$200	\$100	139	13	\$2,000 - \$4,000	\$200	\$100	139	13
12	\$1,000 - \$1,500	\$150	\$50	175	16	\$1,000 - \$1,500	\$150	\$50	125	16	\$1,000 - \$1,500	\$150	\$50	125	16
15	\$1,000 - \$1,500	\$150	\$50	168	18	\$1,000 - \$1,500	\$150	\$50	127	18	\$1,000 - \$1,500	\$150	\$50	127	18

Kearney Hill Golf Links

2	\$2,000 - \$4,000	\$200	\$100	156	10	\$2,000 - \$4,000	\$200	\$100	141	10	\$2,000 - \$4,000	\$200	\$100	141	10
4	\$1,000 - \$1,500	\$150	\$50	107	18	\$1,000 - \$1,500	\$150	\$50	108	18	\$1,000 - \$1,500	\$150	\$50	108	18
7	\$2,000 - \$4,000	\$200	\$100	131	14	\$2,000 - \$4,000	\$200	\$100	99	14	\$2,000 - \$4,000	\$200	\$100	99	14
12	\$2,000 - \$4,000	\$200	\$100	176	13	\$2,000 - \$4,000	\$200	\$100	124	13	\$2,000 - \$4,000	\$200	\$100	124	13
15	\$5,000 - \$7,500	\$200	\$100	150	9	\$5,000 - \$7,500	\$200	\$100	101	9	\$5,000 - \$7,500	\$200	\$100	101	9

Gay Brewer, Jr. Course at Picadome

EXHIBIT "D"

RULES

1. Prizes are available to AMATEUR GOLFERS ONLY on every Par 3 Hole at NO CHARGE to the player to recognize their skill and athletic feats in golfing. Professional golfers are not eligible.
2. EWG MAKES NO REPRESENTATIONS AS TO WHETHER SUCH PRIZES WOULD AFFECT THE GOLFER'S AMATEUR STATUS. EACH GOLFER MUST EVALUATE INDEPENDENTLY WHETHER PLAYING FOR A PRIZE AND/OR ACCEPTING A PRIZE, IF THE SKILL REQUIREMENTS ARE SATISFIED, WOULD AFFECT GOLFER'S AMATEUR STATUS.
3. Opportunity to win Prizes based upon skill is available to all Golfers that are 18 years or older.
4. Prizes range in value based upon hole difficulty using Golf Course scorecard handicap. Prizes range from \$50 to \$7,500, depending upon level of skill achieved and hole difficulty. Prizes are specifically set forth on Exhibit "C" above for the particular Golf Course.
5. Measurements for awarding Prizes are subject to verification by EWG.
6. Any Par 3 Holes with a temporary green or tee shall be excluded from the contest. Golf Course staff shall immediately report the use of a temporary green or tee to EWG and shall inform Golfers of the exclusion of the Par 3 Hole from the contest before the Golfer pays Customer for a Golf Round.
7. Golfers are only eligible for Prizes on the FIRST time they play a particular Par 3 Hole that day. Golfers are not eligible for any Prizes if they play any Par 3 Hole a second time on the same day unless it is part of new nine or eighteen hole round.
8. All Par 3 Hole shots are monitored by digital cameras and winning shots must be the FIRST tee shot. Mulligans, second drives or penalty shots do not qualify. Only the first drive from the Par 3 Hole will count in awarding any Prizes.
9. If a Golfer thinks he or she has won a close-to-the-pin Prize, they must measure the distance by laying the multi-colored flagstick on the ground, measuring exactly from the center edge of the cup hole to the resting position of the ball and wave to the camera—the measurements for proximity to the hole are on the flagstick.
10. In order for a Golfer to claim a Prize, he/she must, **WITHIN 24 HOURS** of the accomplishment visit EWG's website, click on the **Claim Your Prize** tab and enter the requested information. EWG's website can be accessed from the EWG Station in the course pro shop, from a computer or a mobile device. Golfer's winning shot will be verified by EWG, and if all conditions are satisfied for

awarding the Prize, a Prize voucher will be sent to winning Golfer the next day via e-mail. **If Golfer has not previously registered** with EWG the Golfer will be required to do so as part of the Claim Your Prize process. Registration will require Golfer's full name, email address, zip code and age.

11. In the event of a technical or camera malfunction, all eligibility for Prizes on the particular Par 3 Hole or Holes that are experiencing the technical or camera malfunction will be suspended through notification from the Golf staff and such eligibility for Prizes shall remain suspended until such time as the technical or camera malfunctions have been correct and the system in operating again.
12. All applicable federal, state and local taxes, if applicable, shall be paid solely by Golfer. By redeeming and accepting a Prize, the Golfer consents to EWG withholding all applicable federal, state and local taxes, if applicable, from the Prize award and Golfer agrees that EWG may submit tax information to all appropriate taxing authorities regarding any Prize redeemed. In order for Golfer to redeem a Prize, he/she must provide EWG his/her social security number for tax reporting purposes if necessary.
13. By redeeming and accepting a Prize, the Golfer consents to EWG's use of Golfer's name, photograph and/or likeness, voice, and statements made by or attributed to them in perpetuity, in any and all media for all business purposes without additional compensation.
14. EWG reserves the right to cancel, terminate, modify or suspend the offering of existing advertiser Prizes when an advertiser is replaced by a new advertiser offering different Prizes.
15. All Golfers must play their entire round from the tee makers from which they played on the first hole of their round.
16. A GOLFER IS ONLY ELIGIBLE FOR AND MAY ONLY CLAIM ONE HOLE-IN- ONE PRIZE ANNUALLY ON ALL COMBINED EAGLEWATCHGOLF PARTNER COURSES. ANNUALLY IS DEFINED AS THE 364 DAYS PERIOD FOLLOWING THE DATE OF THE GOLFER'S HOLE IN ONE.
17. All issues concerning the construction, validity, interpretation and enforceability of these Rules or the rights and obligations of Golfer or EWG shall be governed by the laws of Kentucky without regard to conflict of law principles. Golfer hereby agrees to the jurisdiction of the Commonwealth of Kentucky with respect to any dispute arising out of Golfer claiming a Prize from EWG, or any issue related these Rules and agrees any legal proceeding arising herein shall be brought either in the Fayette Circuit Court of the Commonwealth of Kentucky or the United States District Court for the Eastern District of Kentucky at Lexington, if such courts have personal and subject matter jurisdiction.

EXHIBIT "E"

PROMOTIONAL MATERIALS

1. Hole Signage
2. Info Prize Card.
3. Par 3 Flagsticks.
4. Pro Shop EWG Station and Banner Stand