



Toll Free: (800) 553-8328

Office: (760) 738-1024

Sales: (760) 738-9112

Fax: (760) 738-7105

American Sod Farms 15507 Old Milky Way P.O. Box 300638 Escondido, CA 92030-0638

THIS AGREEMENT made this 6/23 day of June 2004
Between Am-Sod, Inc. a Nevada Corporation, referred to as Lessor and
TaylorMade-Adidas Golf Company, 55545 Fermi Court, Carlsbad, Ca.
92008-7324 hereinafter referred to as Lessee, without regard to number or
gender.

IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. PURPOSE. The lessor agrees to provide the lessee adequate acreage of a new warm season grass (Sea Dwarf Paspalum) to conduct testing Monday thru Friday. The testing is to determine ideal mowing height, divot injury recovery, ball rolling quality, minimum water requirements for acceptable playability, compaction from ball recovery and color variation.
2. TERM. The term of the agreement shall be for a period of (12) twelve months, commencing on the date the City of San Diego consents to this agreement in writing.
3. RENT. The total rent is \$4,800.00, due in twelve monthly payments of \$400.00 on the first day of each month, payable to Am-Sod, Inc. at P.O. Box 300638 Escondido, Ca. 92030-0638
4. NONLIABILITY OF CITY OF SAN DIEGO AND AM-SOD, INC. Lessor and the City of San Diego are to be free from all liability and claim for damages by reason of any injury to any person or persons, including Lessee, or any property whatsoever and to whomsoever belonging, including Lessee, from any cause or causes whatsoever while in, upon or in any way connected with the said demised premises during the term of this lease, or any extension thereof or any occupant hereunder. Lessee hereby covenanting and agreeing to indemnify and save harmless Lessor and The City of San Diego from all liability, loss, cost and obligations on record or on account of or arising out of such injuries or losses however occurring
5. LIABILITY INSURANCE. Lessee agrees to keep in force during the lease period, or any extension thereof, at his sole expense, public liability insurance to protect against liability to the public incident to the use of or resulting from any accident occurring in or about said premises. Lessee agrees to furnish evidence of such insurance to Lessor on demand.

6. COMPLIANCE. Lessee agrees to comply with all Governmental laws and ordinances, Municipal, County, State and National.
7. Use. The lessee shall use the herein described property for the term of this lease for the purposes of testing new grass without exception.
8. ATTORNEY'S FEES. In the event of bringing of any action by either party hereto as against the other hereon or hereunder, or by reason of breach of any covenant, condition or agreement within this lease on the part of either party, or arising out of this lease in any way, then and in that event the party in whose favor a final judgment shall be entered shall be entitled to have and recover of and from the other reasonable attorney's fees to be fixed by the court wherein such judgment shall be entered.
9. BINDING ON SUCCESSORS. The waiver, by Lessor, of any covenant or condition herein contained shall not vitiate the same or any other covenant or condition contained herein and that the terms and conditions contained herein shall apply to and bind the heirs, successors and assigns of the respective parties hereto.
10. SURRENDER AT END OF TERM. At the expiration of said term or the sooner termination thereof the Lessee shall peacefully quit and surrender possession of said premises in as good condition as reasonable use and wear thereof will permit.
11. ADDITIONAL TERMS AND CONDITIONS. Addendum "A" attached hereto, is by mention hereof made part of this agreement.

IN WITNESS WHEREOF, Lessor and Lessee have executed this lease this
23 day of JUNE 2004


Floyd R. Wirthlin Jr
Vice President
Am-Sod, Inc


Todd Borjesson
Taylor Made Golf

ADDENDUM "A"

MINIMUM STANDARD SUBLEASE CONDITIONS

ASSIGNMENT AND SUBLEASING: SUBLESSEE shall not assign the sublease or sublet the premises or any part thereof without the prior written consent of LESSEE and The City of San Diego, hereinafter, "CITY." An assignment by operation of law shall automatically terminate this lease.

HOLD HARMLESS: SUBLESSEE shall assume the defense of, indemnify and hold harmless LESSEE and CITY from all claims, expenses and liability of every nature, directly or indirectly arising from, or alleged to have arisen from the operations conducted on the leased premises, the condition of the premises or from any act or omission of SUBLESSEE, his agents and invitees; provided, however, SUBLESSEE'S duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence, or sole willful misconduct of the CITY, its agents, officers, or employees.

INSURANCE: SUBLESSEE shall be insured by an insurance carrier acceptable to the LESSEE and CITY against loss from public liability arising from the use or condition of or operation conducted on the leased premises. Minimum coverage shall be \$1 million COMBINED SINGLE LIMIT LIABILITY. A copy of the policy of insurance shall be filed with CITY and shall name "The City of San Diego, its officers, elected officials, agents and employees" as an additional insured. Said policy shall specify that the policy may not be terminated, altered or canceled without 30 days prior written notice to CITY by the insurance company.

LEGAL PROCEEDINGS: Should it become necessary for LESSEE or CITY to commence legal proceedings to collect rent, to recover possession or enforce any other provision of this lease, the prevailing party shall be entitled to an award of reasonable legal costs, including court and attorneys' fees.

SUBORDINATION: This agreement is in effect a Sublease of a portion of the premises covered by that certain Lease Agreement dated April 01, 1996, as amended between the SUBLESSOR herein and the City of San Diego. This sublease is subject and subordinate to the covenants and conditions of said Lease Agreement notwithstanding any provision hereof contrary to or in conflict with said agreement.

Approved on 23rd June 2004, by:

SUBLESSOR


Floyd R. Wirthlin Jr.
Vice President
Am Sod, Inc.

SUBLESSEE


Todd Borjesson
Taylor Made Golf

BLOCK A

W-30

- 1.) 2.) 3.) 4.) 5.) 6.)

Block B

- 1.) 2.) 3.) 4.) 5.) 6.) 7.)

9A

Dirt Road

8.) Paspalum

8A

9.) TIFWAY
919

8A

Taylor Made



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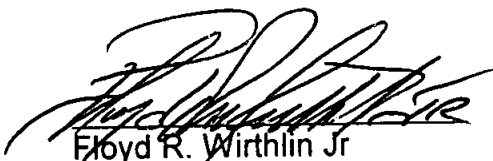
THIS AGREEMENT made this 23rd day of June 2004
Between **Am-Sod, Inc. a Nevada Corporation**, referred to as Lessor and **Golf Laboratories, Inc. 432 F Street #404, San Diego, Ca 92101**, hereinafter referred to as Lessee, without regard to number or gender.

IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

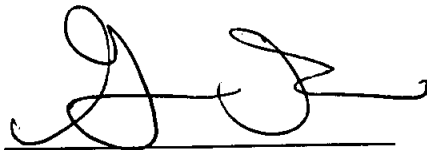
1. **PURPOSE.** The lessor agrees to provide the lessee adequate acreage of a new warm season grass (Sea Dwarf Paspalum) to conduct testing Monday thru Friday. The testing is to determine ideal mowing height, divot injury recovery, ball rolling quality, minimum water requirements for acceptable playability, compaction from ball recovery and color variation.
2. **TERM.** The term of the agreement shall be for a period of (12) twelve months, commencing on the date the City of San Diego consents to this agreement in writing.
3. **RENT.** The total rent is \$3,600.00 due in twelve monthly payments of \$300.00 on the first day of each month, payable to Am-Sod, Inc. at P.O. Box 300638 Escondido, Ca. 92030-0638
4. **NONLIABILITY OF CITY OF SAN DIEGO AND AM-SOD, INC.** Lessor and the City of San Diego are to be free from all liability and claim for damages by reason of any injury to any person or persons, including Lessee, or any property whatsoever and to whomsoever belonging, including Lessee, from any cause or causes whatsoever while in, upon or in any way connected with the said demised premises during the term of this lease, or any extension thereof or any occupant hereunder. Lessee hereby covenanting and agreeing to indemnify and save harmless Lessor and The City of San Diego from all liability, loss, cost and obligations on record or on account of or arising out of such injuries or losses however occurring
5. **LIABILITY INSURANCE.** Lessee agrees to keep in force during the lease period, or any extension thereof, at his sole expense, public liability insurance to protect against liability to the public incident to the use of or resulting from any accident occurring in or about said premises. Lessee agrees to furnish evidence of such insurance to Lessor on demand.
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7. Use. The lessee shall use the herein described property for the term of this lease for the purposes of testing new grass without exception.
8. ATTORNEY'S FEES. In the event of bringing of any action by either party hereto as against the other hereon or hereunder, or by reason of breach of any covenant, condition or agreement within this lease on the part of either party, or arising out of this lease in any way, then and in that event the party in whose favor a final judgment shall be entered shall be entitled to have and recover of and from the other reasonable attorney's fees to be fixed by the court wherein such judgment shall be entered.
9. BINDING ON SUCCESSORS. The waiver, by Lessor, of any covenant or condition herein contained shall not vitiate the same or any other covenant or condition contained herein and that the terms and conditions contained herein shall apply to and bind the heirs, successors and assigns of the respective parties hereto.
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Floyd R. Wirthlin Jr
Vice President
Am-Sod, Inc.



Gene Parente
President
Golf Laboratories, Inc.

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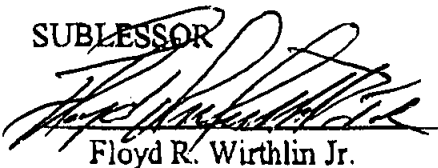
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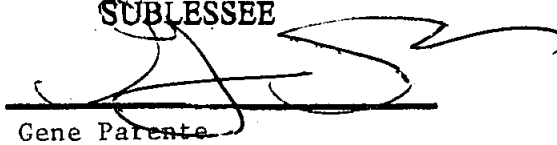
Approved on 23rd June 2004, by:

SUBLESSOR



Floyd R. Wirthlin Jr.
Vice President
Am Sod, Inc.

SUBLESSEE



Gene Parente
President
Golf Laboratories, Inc.

