

LEASE AGREEMENT (Golf and Turf) (Use in FL only for Irregular Payments; Not for use in AZ)

DLL FINANCE LLC ("Lessor")

| | | | | |
|---------------|---------------|---|-------------|--|
| LESSEE | LEASE # | Application # | LEASE DATE: | |
| | NAME | EQUIPMENT LOCATION (if different from Lessee's address) | | MAKE PAYMENTS TO: DLL Finance LLC P.O. Box 77122 Minneapolis, MN 55480-7702 |
| | ADDRESS | | | |
| | CITY & STATE | | | |
| | ZIP CODE | | | |
| EMAIL ADDRESS | TELEPHONE NO. | | | |

| | | |
|------------------------------|----------------------|-------------------------|
| SUPPLIER INFORMATION: | Supplier Name: _____ | Telephone Number: _____ |
| Supplier Address: _____ | | |

DESCRIPTION OF LEASED EQUIPMENT

Pursuant to the terms of this contract (this "Lease"), the undersigned Lessee (if more than one, jointly and severally), hereby agrees to lease the property described below (the "Equipment") from the Lessor on the terms and conditions hereof.

| Make and Model of Equipment | Serial Number (s) | Minimum Insurance Required | Hours at Delivery | Hours During Lease Term | Rate per Excess Hour |
|-----------------------------|-------------------|----------------------------|-------------------|-------------------------|----------------------|
| | | | | | |

If box is checked, see the attached Exhibit titled "Equipment/Trade-In Addendum" incorporated herein by reference for a full description of the Equipment.

LEASE TERM AND PAYMENT SCHEDULE

This Lease shall become effective upon execution by Lessor and Lessee and shall be for the Term provided herein. Lessee shall make Payments at the times and in the amounts as follows:

A Security Deposit in the amount of \$ _____ is due upon Lessee's acceptance of the Equipment.

LEASE TERM: This Lease shall commence on: OR the 1st day of the month immediately following Lessee's signature. The Initial Term ("Term") shall be on the Delivery and Acceptance Certificate and Lessor's receipt thereof (the "Commencement").

| LEASE PAYMENT SCHEDULE - EQUAL PAYMENTS: | | | | IRREGULAR PAYMENTS: | |
|--|--------------------------------------|---------------------------------------|-----------------------------------|-------------------------------|--|
| Monthly - <input type="checkbox"/> | Quarterly - <input type="checkbox"/> | Semiannual - <input type="checkbox"/> | Annual - <input type="checkbox"/> | Seasonal Payments are due on: | |
| Number of Payments | | Amount of Each Payment | | | |
| | | | | | |
| First Payment Due On: | | | | | |
| All other Payments due on: | | | | | |

In the event delivery and acceptance of the Equipment by Lessee occurs more than 60 days after the Lease Date and in order to maintain Lessor's rate of return, Lessee authorizes Lessor to adjust the Payments by not more than 15% if the cost of the Equipment is more or less than the Supplier's estimate and/or if Lessor's cost of funds changes.

PURCHASE OPTION

If no Default exists under this Lease or under any other agreement between Lessee and Lessor or Lessor's affiliates or related parties, Lessee will have the option (if checked by Lessor below) at the end of the Term or any Renewal Term to purchase all (but not less than all) of the Equipment for:

- No purchase option (Lessee shall not have the right to purchase the Equipment)
- Purchase option for the Fair Market Value (as determined by Lessor in its sole discretion)
- Fixed Price of \$1
- Fixed Price of _____ (if no amount is indicated, the price shall be as determined by Lessor in its sole discretion)

Plus any applicable taxes. The Amount Financed is \$ _____, Interest / Finance Charge is \$ _____ (assuming all Payments are made on their due date) and Total Amount of Payments is \$ _____.

TERMS AND CONDITIONS

Taxes. Property Taxes are not included in the Lease Payment set forth above. Sales and use tax may be, depending on state law, collected at the time this Lease is entered into or added to each Payment. Property tax will be billed annually and is due on invoice; however, if a purchase option for a Fixed Price of \$1 is selected above, Lessee shall be responsible for filing and payment of all property taxes. If applicable, Florida documentary stamp tax required by law in the amount of \$ _____ has been paid or will be paid directly to the Department of Revenue. Certificate of Registration No. 78-8000087076-5.

Administration Fee / Third Party Fees. Lessee agrees to pay a fee of \$ _____. Lessee understands that Lessor may make a profit on this fee. Lessee shall also pay a UCC fee of \$ _____. Lessee shall be responsible for all 3rd party fees incurred by Lessor in connection with this Lease, including without limitation, UCC filing fees.

Late Payments and Dishonored Payments. Each Payment past due more than 10 days shall be subject to a late charge accrued at an interest rate equal to 1.75% per month from the due date until paid or \$1, whichever is greater. In the event any check or other form of payment made by Lessee is returned for any reason, Lessee agrees to pay Lessor the lesser of \$30 or the maximum amount permitted by law. Such amount shall, as specified by Lessor, be paid on demand or be added to the Payments payable hereunder and Lessee promises to pay the resulting increase in the Payments. In no event shall amounts due hereunder exceed the amount permitted under applicable law.

Prepayment Fee. If a purchase option for a Fixed Price of \$1 is selected above and in the event of Lessee's prepayment in whole or in part prior to the end of the Term, a prepayment fee may be assessed in an amount of up to \$100. Lessee understands Lessor may make a profit on this fee. Lessor may offset such amount from any amounts owed to Lessee including, without limitation, any applicable prepayment refund.

Net Lease. THIS LEASE IS NON-CANCELABLE. LESSEE'S OBLIGATION TO PAY IN FULL THE PAYMENTS HEREUNDER IS ABSOLUTE, IRREVOCABLE AND UNCONDITIONAL AND IS NOT SUBJECT TO AND ANY ABATEMENT, SET-OFF, DISPUTE, CLAIM, COUNTERCLAIM, DEDUCTION, DEFENSE OR OTHER RIGHT WHICH LESSEE MAY HAVE AGAINST ANY SUPPLIER, DEALER OR MANUFACTURER OF ANY EQUIPMENT OR ANY OTHER PARTY FOR ANY REASON WHATSOEVER, ALL OF WHICH LESSEE HEREBY EXPRESSLY WAIVES AS AGAINST LESSOR. LESSEE AGREES NOT TO ASSERT AGAINST LESSOR ANY CLAIMS OR DEFENSES LESSEE MAY HAVE WITH RESPECT TO ANY EQUIPMENT.

Delivery and Acceptance; DISCLAIMER OF WARRANTIES. Lessee acknowledges receipt of the Equipment in good order and condition and, to the extent permitted by applicable law, waives any and all rights Lessee may have to rescind this Lease, reject the Equipment or revoke acceptance of the Equipment. Lessee agrees to accept each item of Equipment in its as-is condition when delivered and, if requested by Lessor, to execute the Delivery and Acceptance Certificate supplied by Lessor as evidence thereof. **You acknowledge that Lessor makes NO WARRANTY, EITHER EXPRESS OR IMPLIED WITH RESPECT TO ANY EQUIPMENT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** Lessee also agrees that neither the manufacturer nor the supplier identified in this Lease ("Supplier") is an agent of Lessor's and any representations or warranties or modification of any term or condition of this Lease purportedly made by Supplier are not binding on Lessor.

Insurance. Lessee shall purchase and maintain, at Lessee's expense, standard all-risk type property damage insurance for the full replacement value of the Equipment, and in no event less than the Minimum Equipment Insurance Amount Required, with a maximum deductible equal to the greater of \$500.00 or five percent (5.0%) of the adjusted loss in a form and from an insurer satisfactory to Lessor and shall keep such insurance in effect until all Payments have been made. **There is no insurance coverage for personal liability or property damage caused to others.**

Default. Lessee is in default of this Lease if any of the following occurs (each a "Default"): a) failure to pay any Lease payment or other sum when due; b) Lessee's breach of any warranty or other obligation under this Lease, or any other agreement with Lessor; c) Lessee or any partner or guarantor dies; Lessee becomes insolvent or unable to pay its debts when due; Lessee stops doing business as a going concern; Lessee transfers all or substantially all of its assets; Lessee makes an assignment for the benefit of creditors, or d) Lessee or any guarantor or partner voluntarily file or have filed against it or if involuntarily, a petition for liquidation, reorganization, adjustment of debt or similar relief under the Federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator is appointed for Lessee or a substantial part of its assets.

Additional Terms and Conditions. Lessee acknowledges and agrees that in addition to the terms and conditions contained on this page, the terms and conditions as set forth at www.seemyterms.com: 676S42P ("Additional Terms and Conditions"): (i) were read and understood by Lessee prior to signing below; (ii) are incorporated herein by reference as if fully set forth herein; and (iii) any capitalized terms not defined herein shall have the meaning given them in the Additional Terms and Conditions. The Additional Terms and Conditions address the following items, among others: insurance, taxes, default conditions, default remedies, maintenance, risk of loss, purchase options and automatic renewal, governing law and assignment of the Lease.

BY SIGNING BELOW, LESSEE AGREES TO THE TERMS AND CONDITIONS SET FORTH ON THIS PAGE AND IN THE ADDITIONAL TERMS AND CONDITIONS. This Lease may be executed and accepted in any number of counterparts, including facsimile or electronic mail counterparts.

| | | | |
|---------------|------------------------------|---------------|--|
| LESSEE | Lessee's Name: _____ | LESSOR | Accepted by DLL Finance LLC in Johnston, Iowa |
| | Signature _____ | | Signature _____ |
| | Print Name _____ Title _____ | | Print Name _____ Title _____ |

Equipment/Trade-In Addendum

| New/Used | Purchased Equipment Description (Include make and model) | Serial Number | Describe Property Purchased | Price \$ |
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| Trade-In Equipment Description (Include make and model) | Serial Number | Trade-In Allowance \$ | Less Owing \$ | Net Trade-In \$ |
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Lessee, by signing below, represents and warrants:

1. It has reviewed and acknowledges and agrees that the information in the table(s) above is accurate and complete;
2. Except as described above, any trade-in property is free and clear of all security agreements, liens and encumbrances;
3. If any trade-in property is listed above, Lessee hereby trades-in and transfers all of its right, title and interest in and to the trade-in equipment described above.

A facsimile or electronic signature of this addendum may be treated as an original.

Lessee

Lessor

(Signature)

(Signature)

Maintenance Agreement (Golf Cars)

| | |
|-----------------------|--------------------------------|
| Lease Case ID: | Lessor: DLL Finance LLC |
| Lessee: | |
| Date: | |

This Maintenance Agreement (the "Agreement") relates to all Equipment, as defined in the Lease agreement between Lessee and DLL Finance LLC as further identified above (the "Lease Agreement") and each Lease entered into pursuant to the Lease Agreement. All capitalized terms shall have the meanings ascribed to them in the Lease Agreement. Lessee agrees as follows with respect to each item of Equipment which is required to be returned:

1. **RETURN OF EQUIPMENT.** Notwithstanding anything to the contrary contained in the Lease Agreement and/or the Lease and in addition to the terms and conditions contained therein and herein, Lessee shall, at Lessee's sole cost and expense, return all, but not less than all, of the Equipment described in each Lease to Lessor, or its designee immediately upon the expiration of the Term of the Lease pursuant to the terms and conditions contained in the Lease and with respect to each item of Equipment, as applicable, the following must be true:

- (A) All safety equipment must be in place and meet applicable federal, state and other governmental standards.
- (B) All windscreens, covers and guards must be in place with no sheet metal, plastic, or cowling damage.
- (C) All parts, pieces, components and optional equipment must be present, installed and operational. All accessories that accompanied the units and/or were subject to the Lease, including without limitation battery chargers, GPS equipment, diagnostic and tuning equipment shall be returned in proper order. Upon request of Lessor, all maintenance records and manuals related to the Equipment shall be provided by Lessee to Lessor.
- (D) All motors shall operate smoothly without overheating and shall have good bearings and bushings.
- (E) All electronic controls shall operate per manufacturer's specifications. Controls which bypass normal operations shall be repaired at Lessee's expense.
- (F) All electrical systems shall be able to provide electrical output as specified by the manufacturer.
- (G) All batteries shall be in good, safe operating condition with no dead cells or cracked cases. Batteries should hold a charge and provide adequate power to operate the equipment.
- (H) All Equipment shall have serviceable brakes and tires (retaining proper air pressure, and without repair patches) and the wheels shall not be dented and/or bent.
- (I) All oil and grease seals must contain lubrication in the manufacturers designed reservoir.
- (J) All Equipment must have a relatively clean appearance.
- (K) All Equipment shall be free from excessive wear necessitating major component repair or replacement caused by lack of recommended maintenance as detailed in customer operating/maintenance manual furnished with each item of equipment.
- (L) All Equipment shall be free from structural damages and/or bent frames.
- (M) All Equipment attachments, if any, must be in good condition.

2. **RETURN PERFORMANCE.** Each item of Equipment must be able to complete the following tests:

- (A) Operate normally in forward and reverse directions through all the speed ranges or gears.
- (B) Steer normally both right and left in both forward and reverse.
- (C) Have all functions and controls work in normal manner.
- (D) Be able to stop with its service brakes in a safe distance in both forward and reverse.
- (E) Operates without leaking any fluids.
- (F) Perform its designed functions in a satisfactory manner.

Notwithstanding the above, if the total cost of the repairs for all items of Equipment subject to a Lease is less than \$100, Lessor will not bill Lessee.

3. **REPAIRS / REQUIRED PURCHASE.** If, in the Lessor's sole judgment, any item of Equipment is damaged or does not meet the standards set forth above, or if Lessee fails to discharge its obligations set forth above with regard to any item of Equipment, Lessee shall pay to Lessor, immediately upon demand, at Lessor's election, (a) the amount which Lessor determines will be necessary to return the Equipment to its required condition and/or to replace missing, damaged or non-performing items or equipment, or (b) Payments due and to become due under the terms of the Lease, Taxes, fees and charges due and to become due under the terms of the Lease, plus the residual value as indicated in Lessor's books and records associated with such item of Equipment.

4. **MISCELLANEOUS.** Lessee agrees that a copy of this Agreement bearing a signature of Lessee which was transmitted by facsimile or printed from an electronic file shall be admissible in any legal proceeding as evidence of its contents and its execution by the parties in the same manner as an original document.

| | | | | | |
|---------------|----------------|-------|---------------|--|-------|
| LESSEE | Lessee's Name: | | LESSOR | Accepted by DLL Finance LLC in Johnston, Iowa | |
| | Signature | | | Signature | |
| | Print Name | Title | | Print Name | Title |

DLL FINANCE LLC

DELIVERY AND ACCEPTANCE CERTIFICATE

TO: DLL FINANCE LLC

RE: CONTRACT NO. _____ WITH CASE ID _____ (THE "CONTRACT")

The undersigned ("Customer") hereby certifies that Customer has financed all items described below ("Equipment") pursuant to the Contract and further certifies that:

- (i) the Equipment has been delivered to and has been received by Customer;
- (ii) all installation or other work necessary prior to the use thereof has been completed;
- (iii) all Equipment has been examined by Customer, is in good operating order and condition, and is in all respects satisfactory to Customer;
- (iv) the Equipment is accepted by Customer for all purposes under the Contract; and
- (v) a facsimile or electronic signature of this Delivery and Acceptance Certificate may be treated as an original

| Quantity | New or Used | Make and Model Number(s) | Serial Number(s) |
|----------|-------------|--------------------------|------------------|
| | | | |
| | | | |
| | | | |

Date: _____

(Legal Name of Customer)

By: _____
(Customer Signature)

(Printed Name and Title)

Please return signed copy via email at: funding@mycontractadm.com or fax to: 866-518-9270



AUTHORIZATION FOR AUTOMATIC PAYMENTS (ACH DEBIT) AND PAPERLESS INVOICING

Please follow the simple instructions in this form to set up Automatic Payment, Paperless Invoicing, or both. Ensure you complete both the "Automatic Withdrawal" and "Paperless Invoicing" sections to take advantage of both time-saving features. Please call Customer Service at (800) 355-5024 if you have any questions.

You can fill out and submit this form online and avoid the need for a voided check by visiting <http://bit.ly/dllach2>

Contract Number (If Known): _____

Customer Name: _____

Customer Address: _____

Customer Phone Number: _____

Automatic Payments

Bank Account Holder(s): _____

Bank Name: _____

Bank Address/ Branch Location: _____

ABA Routing Number: _____

Account Number: _____

*Sample check:
Your information*

Pay to the order of

| |
|--|
| _____ Dollars |
| 987456123 00012345678 1234 |
| ABA Routing No. Bank Acct. No. Check No. |

This is a checking account* savings account**

**If a Checking account is identified above, please send a copy of a voided check.*

***If a Savings account is identified above, please send your bank's routing number and your savings account number on bank letterhead.*

Authorization: By signing below, I (we) hereby authorize DLL Finance LLC ("Originator") (whether acting alone or through its servicer or any agent on its behalf) to initiate withdrawals from my (our) account provided above for amounts then due under my agreements with Originator in the frequency (i.e., monthly, quarterly, etc.) as specified in my (our) agreements with Originator. I (we) understand paper invoices may be discontinued. This authorization will remain in full force and effect until the agreements are paid in full or this authorization is canceled by written notice from me (or either of us) to Originator.

Bank Account Holder Signature: _____

Print Name: _____

Print Title (if applicable): _____

Date: _____

Bank Account Holder Signature: _____

Print Name: _____

Print Title (if applicable): _____

Date: _____

Paperless Invoicing

Customer Email Address: _____

Authorization: By signing below, I hereby authorize DLL Finance LLC to email a PDF version of my invoices to me at the email address I provided above (whether acting alone or through its servicer or any agent on its behalf) when the invoice is generated. I acknowledge that paper invoices may be discontinued. This authorization will remain in full force and effect until the agreements are paid in full or this authorization is canceled by my written notice. Following receipt of your Paperless Invoicing form, our Customer Service Team will send you a confirmation letter and instructions to ensure your invoices will be received in your inbox.

Customer Signature: _____

Print Name: _____

Print Title (if applicable): _____

Date: _____



Did you sign next to the red arrows?

Please send this completed and signed form to our Customer Service team by mail, email or fax to:

| | | |
|--|---|--|
| Mail: P.O. Box 2000 Attn: ITR Johnston, IA 50131 | Email: postbookingrequests@dllgroup.com | Questions? Call us: (800) 355-5024 |
|--|---|--|

DLL Finance LLC
CUSTOMER AGREEMENT TO PROVIDE PHYSICAL DAMAGE INSURANCE

Date: _____

Customer's Name _____

Address _____ City _____ State _____ ZIP _____

RE: Agreement dated _____ with _____ DLL Finance LLC, P.O. Box 3000, Johnston, IA 50131

as Assignee, Lender or Lessor (the "Lender").

I have entered into the above agreement under which I am responsible for providing insurance against **ALL RISKS** of direct physical loss or damage for the actual cash value of the following equipment, subject to common exclusions such as damage caused by corrosion, rust, mechanical or electrical breakdown, etc. The minimum amount of coverage required by Lender is \$_____.

| Make | Model | EQUIPMENT Description | Hrs. of Use | Serial Number |
|-------------|--------------|----------------------------------|--------------------|----------------------|
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I affirm that I will be providing my own physical damage insurance coverage through the BELOW LISTED INSURANCE AGENT.

TO DEBTOR'S INSURANCE AGENT

I hereby instruct you to add DLL Finance LLC as a payee through a Lender's Loss Payable Clause or similar clause which provides that any acts of the Customer will not void the policy as to the Loss Payee.

To my existing policy number _____ with _____
which now provides the coverage required.

Lender must be given written notice within 30 days of any cancellation or non-renewal. It is also understood and agreed that a breach of the insuring conditions by the customer, or any other person, shall not invalidate the insurance to Lender.

**PLEASE FORWARD A COPY OF THE POLICY, ENDORSEMENT, OR CERTIFICATE EVIDENCING COVERAGE TO
DLL Finance LLC, P.O. BOX 3000, JOHNSTON, IA 50131-0300. FAX 515-334-5831, CALL 800-863-3660 OR EMAIL
DSMinsurance@DLLgroup.com.**

PLEASE ATTACH A COPY OF THIS NOTICE TO THE PROOF OF INSURANCE.

ACKNOWLEDGEMENT OF CUSTOMER: I acknowledge that copies of this document sent to Lender are for informational purposes only. I am responsible for notifying my agent of my obligation to obtain physical damage insurance.

I understand I am responsible for insurance coverage for personal liability or property damage caused to others.

PLEASE BE SURE TO COMPLETE THE INFORMATION BELOW 

Insurance Agency/Agent's Name

Agent's E-Mail Address

Mailing Address / PO Box

Agent's Phone Number

Agent's Fax Number

City State Zip Code