



Date: August 3, 2016

Dear Customer:

In executing the enclosed document(s), please carefully observe the following items:

1. Ensure that your company's legal name appears correctly.
2. Please have an authorized party (corporate officer, partner, owner) sign and date.
3. Please consult with your GPSi representative prior to making any changes.
4. Payments. It is essential to review the payment terms to understand when Payments are due.
5. If you are claiming a sales tax exemption, a valid certificate must be completed, signed and returned to GPSL.
6. GPS Industries through its exclusive partnership with Club Car, LLC is the sole source provider of the Visage GPS system with Guardian SVC (Satellite Vehicle Control) specifically for and only available on Club Car vehicles.

Electronic copies are sufficient and may be sent to either our **fax at (480) 383-6799** or through **email to [pmg@gpsindustries.com](mailto:pmg@gpsindustries.com)**. Acceptance and scheduling of your order can take place once we have received all of the signed documents.

Thank you, we appreciate your business!

GPSi Leasing, LLC

## Rental Agreement Amendment

THIS AMENDMENT ("Amendment") issued on August 3, 2016 is made as of the Effective Date by and between City of North Richland Hills ("Customer") and GPSi Leasing II- Accord, LLC ("GPSL") and amends that certain Equipment Rental Agreement dated August 3, 2012 and as previously amended on July 29, 2013 (the "Agreement").

### RECITALS

- i. Customer currently operates the Visage system with 86 units,
- ii. The parties have agreed that in exchange for a price reduction the Agreement will be amended to run for 48 months from September 6, 2016. The revised term equates to a 48-month extension of the original contract term.

NOW THEREFORE, the parties hereby amend the Agreement as follows:


1. "Section 2. Term" is hereby amended as follows:
  - a. The term of this Agreement is extended by 48 months. The initial Term will therefore expire on September 5, 2020.
2. Non-Appropriation of Funds. Customer intends to remit all rent and other payments to GPSL for the full Agreement term if funds are legally available. In the event Customer is not granted an appropriation of funds at any time during the Agreement term for the System subject to this Agreement or for equipment which is functionally similar to the System and operating funds are not otherwise available to Customer to pay the rent and any other payments due and to become due under this Agreement, and there is no other legal procedure or available funds by or with which payments can be made to GPSL, and the appropriation did not result from an act or omission by Customer, Customer shall have the right to return the System in accordance with Section 12.5 of this Agreement and terminate this Agreement on the last day of the fiscal period for which appropriations were received without penalty or expense to Customer, except as to the portion of rent for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of Customer's fiscal year, Customer's Chief Executive Officer (or Legal Counsel) shall certify in writing that (a) funds have not been appropriated for the fiscal period, (b) such non-appropriation did not result from any act or failure to act by Customer, and (c) Customer has exhausted all funds legally available for the payment of rent. If Customer terminates this Agreement because of non-appropriation of funds, Customer may not purchase, lease or rent, during such fiscal period, equipment performing functions similar to those performed by the System for the duration of the full original term of the Agreement.
3. Payment. Effective with the payment due September 15, 2016 and for the remaining Term, the monthly Payment amount is revised to **\$3,440.00**.



All of the other terms and conditions of the Agreement shall remain in full force and effect. The Effective Date of this Amendment shall be the date when the last of either GPSL or Customer executes this Amendment, as set forth herein. This Amendment shall expire and be of no force and effect if not executed by both parties within 30 days after the issued date above.

GPSi Leasing II- Accord, LLC

City of North Richland Hills dba  
Iron Horse Golf Course

  
\_\_\_\_\_  
Signature  
ANDREW J. EVANS  
\_\_\_\_\_  
Print Name  
VP FINANCE 8/5/16  
\_\_\_\_\_  
Title Date

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Title Date