

**FOURTH AMENDMENT TO
AMENDED AND RESTATED MANAGEMENT AGREEMENT**

This Fourth Amendment to the Amended and Restated Management Agreement (this “**Fourth Amendment**”) is entered into and made effective as of January 30, 2023 (the “**Fourth Amendment Effective Date**”), by and between THE CROSSINGS AT FLEMING ISLAND COMMUNITY DEVELOPMENT DISTRICT, a community development district established under the laws of the State of Florida, acting by and through its Board of Supervisors (the “**District**”) and HAMPTON GOLF, INC., a Florida corporation (“**Hampton Golf**”).

RECITALS

WHEREAS, the District and Hampton Golf are parties to that certain Amended and Restated Management Agreement dated September 26, 2018, for the management and operation of Eagle Harbor Golf Club (the “**Management Agreement**”);

WHEREAS, the District and Hampton Golf amended the Management Agreement pursuant to that certain First Amendment to the Management Agreement dated October 26, 2018 (the “**First Amendment**”);

WHEREAS, the District and Hampton Golf amended the Management Agreement pursuant to that certain Second Amendment to the Management Agreement dated February 6, 2020 (the “**Second Amendment**”);

WHEREAS, the District and Hampton Golf amended the Management Agreement pursuant to that certain Third Amendment to the Management Agreement dated June 3, 2020 (the “**Third Amendment**”); and

WHEREAS, the District and Hampton Golf desire to amend the Management Agreement to continue the relationship as set forth herein.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, Hampton Golf and the District agree to the following:

1. Recitals. The foregoing recitals are true and correct, and are incorporated herein by this reference.

2. Prior Agreement. The Management Agreement is incorporated herein by this reference. It is hereby agreed that the terms and conditions of the Management Agreement not specifically modified herein shall remain in full force and effect, and shall be binding upon the parties. It is understood and agreed that in the event there are any conflicting or omitted provisions or variations between the terms, conditions, rights or remedies in this Fourth Amendment and the terms of the Management Agreement, the First Amendment, the Second Amendment, or the Third Amendment, the terms of this Fourth Amendment shall control. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Management Agreement.

3. Extension. The parties hereby agree that the Term of the Management Agreement shall run concurrent to the Leases (as defined in Section 4 below). The Leases commence March 1, 2023 and shall continue for a period of sixty (60) months. Therefore, the Term of the Management Agreement is extended accordingly and expires on February 29, 2028 (the “**Extension Period**”). The parties further agree that the Management Agreement shall remain subject to the Renewal Period(s) upon the expiration of the Extension Period and any subsequent Renewal Period (as applicable); provided Hampton Golf meets the conditions for such Renewal Period(s) as outlined in Section 3 of the Management Agreement.

4. Leases. Subject at all times to the terms and conditions of this Fourth Amendment, Hampton Golf hereby agrees to be the principal borrower/lessee on two Lease Agreements with DLL Finance, LLC, case ID FA-278746 and case ID FA-278755 (including incorporated Lease Schedules and other applicable documents) attached hereto as Exhibit A (collectively, the “**Leases**”); provided that the District shall assume complete liability for the performance of the Leases. Furthermore, although Hampton Golf shall be the principal borrower/lessee of the Leases, the parties hereto acknowledge that the Leases are for the benefit of the District, and therefore, the District shall be solely responsible for the full payment of the Leases.

5. Termination. Notwithstanding Section 12 of the Management Agreement, in the event the District exercises its right to terminate the Management Agreement pursuant to the terms thereof or in the event the District is in default of the Management Agreement to the extent that such default causes Hampton Golf to terminate the Management Agreement pursuant to the terms thereof, whereby, any such termination occurs prior to the expiration of the Leases, the District shall pay off the remaining balance of the Leases in full on or before the effective date of any such termination, and shall indemnify and defend Hampton Golf from any and all liability, cost, damage, and/or expense related to the Leases, subject to the sovereign immunity limitations contained in Section 768.28, Florida Statutes.

6. Representations; Warranties. Each party represents, warrants and covenants to the other as follows:

- a. Authority. It has full power and authority to enter into this Fourth Amendment and to grant and convey the rights set forth herein.
- b. Binding Obligation. All necessary approvals for the execution, delivery and performance of this Fourth Amendment by it have been obtained, and this Fourth Amendment has been duly executed and delivered by it, and constitutes the legal and binding obligation of it enforceable in accordance with its terms.
- c. Counterparts; Electronic Signatures; PDF. This Fourth Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. Electronic and Portable Document Form (PDF) signatures shall be effective for purposes of this Fourth Amendment.

IN WITNESS WHEREOF, the District and Hampton Golf have executed this Fourth Amendment as of the Fourth Amendment Effective Date.

THE DISTRICT:

THE CROSSINGS AT FLEMING ISLAND COMMUNITY DEVELOPMENT DISTRICT,
a community development district established under the laws of the State of Florida,
acting by and through its Board of Supervisors

By: _____

Print: Steve Andersen

Its: District Manager

Date: _____

HAMPTON GOLF:

HAMPTON GOLF, INC.,
a Florida corporation

By: _____

Print: M.G. Orender

Its: President

Date: _____

Exhibit A

THE LEASES

See attached.

DRAFT

01/27/2023

HAMPTON GOLF, INC.
7845 BAYMEADOWS WAY
JACKSONVILLE, FL 32256-7511

I have enclosed the Lease documentation for the equipment being supplied by CLUB CAR NATIONAL ACCOUNT. After having the documents signed, please fax or email them back to me at (515) 334-7897 or golf@dllgroup.com.

Please have an Authorized Signer (see attached chart) sign and date the following:

- Lease Agreement
- Equipment/Trade-In Addendum
- Maintenance Agreement
- Delivery and Acceptance Certificate
- Agreement to Provide Physical Damage Insurance
- Authorization for ACH Debit and Paperless Invoicing
- Ultimate Beneficial Owner Self Declaration
- Sales Tax Exempt Certificate

Prior to Equipment Delivery, please send the **Advance Payment** of \$9,076.85 to the following address – DLL Finance LLC, Attn: GOLF and TURF, 8001 Birchwood Ct., Suite C, P.O. Box 2000, Johnston, IA 50131.

If you have any questions, please feel free to contact me at (800) 873-2474. Thank you for your business.

Sincerely,

DLL Golf, Turf & Recreational Products

Authorized Signers

Type of Entity	Person Who May Sign this Certificate
Corporation	President, Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), Treasurer, Secretary
Limited Liability Company - manager managed	Manager, President, Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), Treasurer, Secretary
Limited Liability Company - member managed	Member, Managing Member, President, Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), Treasurer, Secretary
Limited Partnership, Limited Liability Partnership, or Limited Liability Limited Partnership	General Partner, Managing Partner
Government Entity (<i>Other titles may be acceptable to DLL in its sole discretion</i>)	CFO, COO, Mayor, Commissioner, Executive Director, Council President, City/County Manager, City/County Administrator

LEASE AGREEMENT (Golf and Turf) (For use in Florida only)

DLL FINANCE LLC ("Lessor")

LESSEE	LEASE #		Case ID #	FA-278746	LEASE DATE: 08/22/2022	
	NAME	HAMPTON GOLF, INC.			EQUIPMENT LOCATION (if different from Lessee's address)	
	ADDRESS	7845 BAYMEADOWS WAY			2217 EAGLE HARBOR PKWY	
	CITY & STATE	JACKSONVILLE, FL			FLEMING ISLAND, FL	
	ZIP CODE	32256-7511			32003-7304	
EMAIL ADDRESS				TELEPHONE NO.	904-269-9300	

**MAKE PAYMENTS TO:
DLL FINANCE LLC
P.O. Box 77122
Minneapolis, MN
55480-7702**

SUPPLIER INFORMATION:	Supplier Name:	CLUB CAR NATIONAL ACCOUNT	Telephone Number:	706-228-2636
Supplier Address:	PO BOX 204658, AUGUSTA, GA 30917			

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 in the Equipment Addendum attached hereto (the "Equipment") from the Lessor on the terms and conditions hereof.

LEASE TERM AND PAYMENT SCHEDULE

LEASE TERM: This Lease shall become effective and commence upon the 1st of the month immediately following Lessee's acceptance of the Equipment (the "Commencement") and shall be for the Term provided herein. Lessee shall make payments at the times and in the amounts as follows: The Initial Term ("Term") shall be 60 months from the Commencement.

LEASE PAYMENT SCHEDULE - EQUAL PAYMENTS:

Monthly - <input checked="" type="checkbox"/>	Quarterly - <input type="checkbox"/>	Semiannual - <input type="checkbox"/>	Annual - <input type="checkbox"/>
Number of Payments		Amount of Each Payment	
60		\$9,076.85	
First Payment Due On:		The Commencement	
All other Payments due on:		The 1st day of each month	

[Intentionally Blank]

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)
Plus any applicable taxes.

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.

Administration Fee / Third Party Fees. Lessee agrees to pay a fee of \$0.00. Lessee understands that Lessor may make a profit on this fee. Lessee shall also pay a UCC fee of \$0.00 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 will acknowledge receipt of the Equipment in good order and condition and, to the extent permitted by applicable law, waive 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 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. If any Equipment is covered by a manufacturer's warranty, such warranty shall be extended to Lessee if automatically assignable. Lessee agrees that there shall be no abatement of any Payment obligation because of unavailability of the Equipment during periods of its warranted or non-warranted repair. **IN NO CASE SHALL LESSOR BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES BASED UPON ANY LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF USE OF THE EQUIPMENT, THE CLAIMS OF THIRD PARTIES AND INJURY TO THE EQUIPMENT.**

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: 436243M ("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	HAMPTON GOLF, INC.			LESSOR	Accepted by DLL FINANCE LLC in Johnston, Iowa		
	Signature				Signature		
	Print Name	Title	Date		Print Name	Title	Date

Equipment/Trade-In Addendum

MAKE AND MODEL NUMBER	SERIAL NUMBER	DESCRIBE PROPERTY LEASED	METERED UNITS OF USE			Minimum Insurance Amount Required
			At Delivery	During Lease Term	Rate per Excess Unit	
CLUB CAR TEMPLION		ELEC GOLF CAR (QTY 72)	N/A	N/A	N/A	
Minimum Insurance Amount Required						\$631,690.56

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	HAMPTON GOLF, INC.			LESSOR	Accepted by DLL FINANCE LLC in Johnston, Iowa		
	Signature				Signature		
	Print Name	Title	Date		Print Name	Title	Date

MAINTENANCE AGREEMENT (Golf Cars)

Lease Case ID:	FA-278746	Lessor: DLL FINANCE LLC
Lessee:	HAMPTON GOLF, INC.	
Date:	01/27/2023	

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	HAMPTON GOLF, INC.	LESSOR	Accepted by DLL FINANCE LLC in Johnston, Iowa		
	▶ Signature		▶ Signature		
	▶ Print Name		▶ Title	▶ Date	▶ Print Name

DLL FINANCE LLC

DELIVERY AND ACCEPTANCE CERTIFICATE

TO: DLL FINANCE LLC

RE: CONTRACT NO. _____ WITH CASE ID FA-278746 ("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.

New or Used	Make, Model Number(s), and Description	Serial Number(s)
NEW	CLUB CAR, TEMPLION, ELEC GOLF CAR (QTY 72)	

CUSTOMER	HAMPTON GOLF, INC.
	 Signature
	   Print Name Title Date

Please return signed copy via email at golf@dllgroup.com or fax to: (515) 334-7897

**DLL FINANCE LLC
CUSTOMER AGREEMENT TO PROVIDE PHYSICAL DAMAGE INSURANCE**

Date: 01/27/2023

Customer's Name HAMPTON GOLF, INC.
Address 7845 BAYMEADOWS WAY City JACKSONVILLE State FL ZIP 32256-7511
RE: Agreement dated 05/01/2023 with DLL FINANCE LLC, P.O. BOX 3000, JOHNSTON, IA 50131-0300
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 equipment listed in the Agreement set forth above, 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 \$631,690.56.

Make	Model	EQUIPMENT Description	Serial Number
CLUB CAR	TEMLION	ELEC GOLF CAR (QTY 72)	

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

01/27/2023

HAMPTON GOLF, INC.
7845 BAYMEADOWS WAY
JACKSONVILLE, FL 32256-7511

I have enclosed the Lease documentation for the equipment being supplied by CLUB CAR NATIONAL ACCOUNT. After having the documents signed, please fax or email them back to me at (515) 334-7897 or golf@dllgroup.com.

Please have an Authorized Signer (see attached chart) sign and date the following:

- Lease Agreement**
- Equipment/Trade-In Addendum**
- Maintenance Agreement**
- Delivery and Acceptance Certificate**
- Agreement to Provide Physical Damage Insurance**
- Authorization for ACH Debit and Paperless Invoicing**
- Ultimate Beneficial Owner Self Declaration**

Prior to Equipment Delivery, please send the **Advance Payment** of \$728.83 to the following address – DLL Finance LLC, Attn: GOLF and TURF, 8001 Birchwood Ct., Suite C, P.O. Box 2000, Johnston, IA 50131.

If you have any questions, please feel free to contact me at (800) 873-2474. Thank you for your business.

Sincerely,

DLL Golf, Turf & Recreational Products

Authorized Signers

Type of Entity	Person Who May Sign this Certificate
Corporation	President, Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), Treasurer, Secretary
Limited Liability Company - manager managed	Manager, President, Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), Treasurer, Secretary
Limited Liability Company - member managed	Member, Managing Member, President, Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), Treasurer, Secretary
Limited Partnership, Limited Liability Partnership, or Limited Liability Limited Partnership	General Partner, Managing Partner
Government Entity (<i>Other titles may be acceptable to DLL in its sole discretion</i>)	CFO, COO, Mayor, Commissioner, Executive Director, Council President, City/County Manager, City/County Administrator

LEASE AGREEMENT (Golf and Turf) (For use in Florida only)

DLL FINANCE LLC ("Lessor")

LESSEE	LEASE #		Case ID #	FA-278755	LEASE DATE: 08/22/2022	
	NAME	HAMPTON GOLF, INC.			EQUIPMENT LOCATION (if different from Lessee's address)	
	ADDRESS	7845 BAYMEADOWS WAY			2217 EAGLE HARBOR PKWY	
	CITY & STATE	JACKSONVILLE, FL			FLEMING ISLAND, FL	
	ZIP CODE	32256-7511			32003-7304	
	EMAIL ADDRESS				TELEPHONE NO.	904-269-9300

**MAKE PAYMENTS TO:
DLL FINANCE LLC
P.O. Box 77122
Minneapolis, MN
55480-7702**

SUPPLIER INFORMATION:	Supplier Name:	CLUB CAR NATIONAL ACCOUNT	Telephone Number:	706-228-2636
Supplier Address:	PO BOX 204658, AUGUSTA, GA 30917			

DESCRIPTION OF LEASED EQUIPMENT

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Monthly - <input checked="" type="checkbox"/>	Quarterly - <input type="checkbox"/>	Semiannual - <input type="checkbox"/>	Annual - <input type="checkbox"/>
Number of Payments		Amount of Each Payment	
60		\$677.98	
First Payment Due On:		The Commencement	
All other Payments due on:		The 1st day of each month	

[Intentionally Blank]

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.

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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.

Administration Fee / Third Party Fees. Lessee agrees to pay a fee of \$0.00. Lessee understands that Lessor may make a profit on this fee. Lessee shall also pay a UCC fee of \$0.00 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 will acknowledge receipt of the Equipment in good order and condition and, to the extent permitted by applicable law, waive 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 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. If any Equipment is covered by a manufacturer's warranty, such warranty shall be extended to Lessee if automatically assignable. Lessee agrees that there shall be no abatement of any Payment obligation because of unavailability of the Equipment during periods of its warranted or non-warranted repair. **IN NO CASE SHALL LESSOR BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES BASED UPON ANY LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF USE OF THE EQUIPMENT, THE CLAIMS OF THIRD PARTIES AND INJURY TO THE EQUIPMENT.**

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: 436243M ("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	HAMPTON GOLF, INC.			LESSOR	Accepted by DLL FINANCE LLC in Johnston, Iowa		
	Signature				Signature		
	Print Name	Title	Date		Print Name	Title	Date

Equipment/Trade-In Addendum

MAKE AND MODEL NUMBER	SERIAL NUMBER	DESCRIBE PROPERTY LEASED	METERED UNITS OF USE			Minimum Insurance Amount Required
			At Delivery	During Lease Term	Rate per Excess Unit	
CLUB CAR CAFEEXPG		GAS BEVERAGE UNIT	N/A	N/A	N/A	
CLUB CAR CA300G		GAS UTILITY	N/A	N/A	N/A	
Minimum Insurance Amount Required						\$36,991.84

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	HAMPTON GOLF, INC.			LESSOR	Accepted by DLL FINANCE LLC in Johnston, Iowa							
	▶				▶							
		Signature				Signature						
	▶	▶	▶		▶	▶	▶					
	Print Name		Title		Date		Print Name		Title		Date	

DLL FINANCE LLC

DELIVERY AND ACCEPTANCE CERTIFICATE





TO: DLL FINANCE LLC

RE: CONTRACT NO. _____ WITH CASE ID FA-278755 ("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.

New or Used	Make, Model Number(s), and Description	Serial Number(s)
NEW	CLUB CAR, CAFEEXPG, GAS BEVERAGE UNIT	
NEW	CLUB CAR, CA300G, GAS UTILITY	

CUSTOMER	HAMPTON GOLF, INC.
	 Signature
	   Print Name Title Date

Please return signed copy via email at golf@dllgroup.com or fax to: (515) 334-7897

DLL FINANCE LLC
CUSTOMER AGREEMENT TO PROVIDE PHYSICAL DAMAGE INSURANCE

Date: 01/27/2023

Customer's Name HAMPTON GOLF, INC.
Address 7845 BAYMEADOWS WAY City JACKSONVILLE State FL ZIP 32256-7511
RE: Agreement dated 03/01/2023 with DLL FINANCE LLC, P.O. BOX 3000, JOHNSTON, IA 50131-0300
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 equipment listed in the Agreement set forth above, 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 \$36,991.84.

Make	Model	EQUIPMENT	
		Description	Serial Number
CLUB CAR	CAFEEXPG	GAS BEVERAGE UNIT	
CLUB CAR	CA300G	GAS UTILITY	

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