

GPS Technologies Inc
iPar7 Non-Tracking Lease Agreement

This agreement is by and between GPS Technologies, Inc. of 4205 South 94th Street, Omaha, NE 68127 herein after referred to as "GPS" and **Pokegama Golf Course of 3910 Golf Course Road, Grand Rapids, MI 55744** herein after referred to as "COURSE". "GPS" is to supply the iPar7 golf cart mounted yardage display without Club House Pro Shop Tracking herein after referred to as "UNITS".

"GPS" agrees to lease to the "COURSE" **sixty (60) "UNITS"** to be installed on the "COURSE" cart fleet. "GPS" will provide **2 "UNITS"** as backups at no cost to "COURSE". "GPS" will retain ownership of "UNITS", and "COURSE" will maintain "UNITS" based on the terms and conditions described below.

INSTALLATION: "COURSE" agrees to pay the one-time installation fee of **\$49.00 per cart**. "COURSE" is to remit the first half of this payment, **\$1,470.00**, to "GPS" upon execution of this agreement. "COURSE" is to remit the second half of this payment, **\$1,470.00**, when installation of "UNITS" is complete. "COURSE" is to provide "GPS" with two "COURSE" personnel to assist with installation.

TERMS AND OVERVIEW: Beginning May 2024, "COURSE" will make four (4) annual lease payments of \$5400.00 (\$7.50/cart per month). Payments are due May 1, 2024; May 1, 2025; May 1, 2026; and May 1, 2027. The lease will terminate April 30, 2028.

If any "COURSE" lease payments are 30 days in arrears, "GPS" has the option within 15 days after sending a written notice to "COURSE" to remove all "UNITS" covered under this agreement. "COURSE" is responsible for all expenses incurred by "GPS" for removal of "UNITS" and repair or replacement of non-operating "UNITS".

"GPS" has the right to assign this agreement at any time to a third-party financial interest under the same terms and conditions set forth in this agreement.

ADDITIONAL CHARGES: "COURSE" is responsible for all shipping charges to, and from, "GPS". "COURSE" is responsible for all local, state, or federal fees/taxes that may be assessed.

END OF LEASE TERM: At the end of the lease term, lease renewal options will be available and will require an updated lease agreement. Should "COURSE" not elect to renew the lease, "COURSE" is to remove and return to "GPS" all "UNITS" in working order within 15 days of the end of the Lease Term.

CART FLEET CHANGE: "COURSE" is to notify "GPS" forty-five (45) days prior to a cart fleet change. "COURSE" agrees to pay "GPS" a fee of \$49.00 per cart for "GPS" personnel to install "UNITS" on new cart fleet. "COURSE" is responsible for all shipping charges for new wiring. "COURSE" is to provide "GPS" with two "COURSE" personnel to assist with installation.

REPAIR/REPLACEMENT: "GPS" will repair, or replace, any non-operating "UNIT", at no cost to "COURSE", unless "UNIT" is damaged. This damage includes but is not limited to 1) damage due to excess water, rain, or hail; 2) damage due to impact by golf ball or club; 3) damage due to deliberate abuse; 4) damage due to "COURSE" created electrical issues; 5) loss due to theft or fire. "COURSE" is responsible for repair or replacement cost for damaged "UNITS". Refer to Exhibit A for repair costs.

When repairs are needed, "COURSE" will contact "GPS" to relay nature of the problem and the serial number of each "UNIT". "GPS" will provide a Return Authorization Number (RA#) to "COURSE" before return of "UNITS". After receipt and inspection of returned "UNITS", "GPS" will determine if "UNIT" was damaged. "GPS" will contact "COURSE" and provide details of required work and cost. "COURSE" will provide "GPS" with authorization to repair.

This agreement shall be governed by and subject to the laws of the State of Iowa, irrespective of the place of execution or performance. The parties hereto consent and submit to the jurisdiction and venue of the Circuit Court of Carroll County, Iowa for the adjudication of any dispute between the parties arising out of, or relating to, or in connection with, this agreement or an alleged breach hereof, and further agree that any process of such court issued in connection with the adjudication of any dispute may be served upon any party hereto by certified or registered mail, at such party's address hereinabove set forth, and such service by mail shall be of the same force and effect as if such process had been personally served on such party in the State of Iowa.

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SIGNATURES: By signing here, "COURSE" agrees to the terms contained in this Lease Agreement and also acknowledges receipt of a copy of this Lease Agreement.

By Robert Pudenz
GPS Technologies, Inc.

Date 10/17/2023

By _____
Pokegama Golf Course

Date _____

EXHIBIT A
REPAIR/REPLACEMENT iPar7

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"COURSE" is to contact "GPS" at 402-502-9047, or by email at backhauschris1@gmail.com

Shipping address to return "UNITS" for repair is:

GPS Technologies, Inc.
4205 South 94th Street
Omaha, NE 68127

The following schedule is a list of parts and their cost to use as a guideline. "GPS" will contact "COURSE" for a Purchase Order Number before any repair work is done to cover the shipping charges, repair, or replacement cost.

iPar7 PARTS COST SCHEDULE:

<u>PART DESCRIPTION</u>	<u>COST</u>
Display/LCD	\$99.00
Processor Board	\$129.00
Case (front or back)	\$35.00
Modem Board	\$129.00
GPS Wiring	