

EQUIPMENT SCHEDULE # 117637Dated October 02, 2017**1. This Schedule covers the following property ("Equipment"):****56 DR2E AC GOLF CARS****2. Location of Equipment:****BENNETT VALLEY GOLF COURSE****3330 YULUPA AVE.****SANTA ROSA, CA 90630****3. The Lease Terms for the Equipment described herein shall commence on****November 28, 2017****and shall consist****A 60 MONTH LEASE ENDING OCTOBER 2022.****4. Rental payments on the Equipment shall be due on the following schedule:****Schedule of Payments:****45 MONTHLY PAYMENTS IN THE AMOUNT OF \$3,668.00 (APPLICABLE TAXES TO BE BILLED).****STARTING NOVEMBER 2017 AND ENDING OCTOBER 2022. DUE THE 28TH DAY OF THE MONTH AS FOLLOWS:**

Nov-17 \$3,668.00	Mar-18 \$3,668.00	Mar-19 \$3,668.00	Mar-20 \$3,668.00	Mar-21 \$3,668.00	Mar-22 \$3,668.00
	Apr-18 \$3,668.00	Apr-19 \$3,668.00	Apr-20 \$3,668.00	Apr-21 \$3,668.00	Apr-22 \$3,668.00
	May-18 \$3,668.00	May-19 \$3,668.00	May-20 \$3,668.00	May-21 \$3,668.00	May-22 \$3,668.00
	Jun-18 \$3,668.00	Jun-19 \$3,668.00	Jun-20 \$3,668.00	Jun-21 \$3,668.00	Jun-22 \$3,668.00
	Jul-18 \$3,668.00	Jul-19 \$3,668.00	Jul-20 \$3,668.00	Jul-21 \$3,668.00	Jul-22 \$3,668.00
	Aug-18 \$3,668.00	Aug-19 \$3,668.00	Aug-20 \$3,668.00	Aug-21 \$3,668.00	Aug-22 \$3,668.00
	Sep-18 \$3,668.00	Sep-19 \$3,668.00	Sep-20 \$3,668.00	Sep-21 \$3,668.00	Sep-22 \$3,668.00
	Oct-18 \$3,668.00	Oct-19 \$3,668.00	Oct-20 \$3,668.00	Oct-21 \$3,668.00	Oct-22 \$3,668.00
	Nov-18 \$3,668.00	Nov-19 \$3,668.00	Nov-20 \$3,668.00	Nov-21 \$3,668.00	

5. Other Terms:

Lessee agrees to reimburse Lessor, who shall pay an assessed property taxes due on the equipment leased pursuant to section 6.2 of the Master Lease Agreement dated October 02, 2017 between the parties (the "Lease").

Yamaha Motor Corporation, U.S.A., Lessor and their respective subsidiaries are not obligated to perform or provide any maintenance or service, under any circumstances, under the terms of the Lease. Maintenance and service are the responsibility of the Lessee. Failure by Lessee to maintain or service the equipment consistent with the terms of the Lease shall not relieve Lessee of the responsibilities under the Lease.

Signed Counterparts: The parties agree that this Exhibit A to the Lease may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Exhibit A to the Lease by fax, email or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Exhibit A to the Lease. Notwithstanding any other provision of the Lease, the sole original of this Exhibit A to the lease and the Lease shall be the ones bearing the manually executed signature of the Lessor. The Lessee, by making any payment required under this Lease, ratifies all of the terms of this Exhibit A to the Lease and the Lease

Master Lease: This Exhibit A to the Lease, Equipment Schedule, are issued pursuant to the Lease. Capitalized terms used herein and not otherwise defined shall have the meanings given them in the Lease.

All terms and conditions, representations and warranties of the Lease are hereby ratified and incorporated herein and made a part hereof as if they were expressly set forth in this Exhibit A, Equipment Schedule and this Exhibit A. Equipment Schedule, constitutes a separate lease with respect to the Equipment described herein.

LESSEE: BENNETT VALLEY GOLF SHOP, INC.

By:

Signature

Name:

Type or Print

Title:

President / Owner

LESSOR: YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

By:

Signature

Name:

Kim Ruiz

Type or Print

Title:

President



Commercial Finance

MASTER LEASE AGREEMENT



YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

MASTER LEASE AGREEMENT dated as of October 2, 2017 by and between Yamaha Motor Finance Corporation, U.S.A. (hereinafter called "Lessor") having its principal office and place of business at 6555 Katella Avenue, Cypress, California 90630 and BENNETT VALLEY GOLF SHOP, INC. (hereinafter called "Lessee") having its principal office and place of business at 3330 YULIPA AVE, SANTA ROSA, CA 95405

1. PROPERTY LEASED. In consideration of the agreement to rent by Lessee and the covenants and agreements of Lessee hereinafter set forth, Lessor hereby leases to Lessee all of the tangible personal property listed on each Equipment Schedule executed pursuant to this Master Lease (with respect to any Equipment Schedule, hereinafter called the "Equipment"). Each Equipment Schedule shall be substantially in the form annexed hereto as Exhibit A and made a part hereof shall incorporate all of the terms and conditions of this Master Lease and shall contain such additional terms and conditions as Lessor and Lessee shall agree upon.

2. TERM. The term of this Master Lease shall commence on the date set forth above and shall continue in effect thereafter so long as any Equipment Schedule entered into pursuant to this Master Lease remains in effect. The lease term for each Equipment Schedule shall commence on the date on which the Equipment listed on said Equipment Schedule is delivered to Lessee (hereinafter called the "Commencement Date") and shall continue for the number of full months set forth in such Equipment Schedule (hereinafter called the "Lease Term").

3. RENT AND PAYMENT. Lessee shall pay to Lessor, as rental for the Equipment during each month of the Lease Term of any Equipment Schedule, the Monthly Rent set forth in such Equipment Schedule plus any taxes, fees, etc. associated with proper filings and ownership by Lessor. The amount of the rent is determined based on an amortization of the purchase price of the Equipment. Rent shall be paid to Lessor by check or wire transfer at the address of Lessor set forth above or at such other place as Lessor shall designate in writing, or, if to an assignee of Lessor shall designate in writing, and shall be paid free and clear of all claims, demands or set-offs against Lessor or such assignee. Whenever any payment (of rent or otherwise) is not made when due hereunder, Lessee shall pay interest on such amount from the due date thereof to the date of such payment at the lower of Lessor's then prevailing rate for late payments specified in Lessor's invoice to Lessee for such payment or the maximum allowable rate of interest permitted by the law of the state where the Equipment is located (the "Overdue Rate") to the date of payment.

4. DELIVERY AND ACCEPTANCE; WARRANTY AND DISCLAIMER OF WARRANTIES.

4.1 Delivery and Acceptance. Lessee shall select and take delivery of all Equipment leased hereunder directly from Yamaha, a Yamaha Authorized Dealer, or authorized agent (the "Dealer"). All costs of delivery are the sole responsibility of Lessee. Lessor shall not be liable for any loss or damage resulting from the delay or failure to have any Equipment available for delivery. Lessee shall inspect the Equipment to determine that the Equipment is as represented and has been equipped or prepared in accordance with any prior instructions given in writing by Lessee to Dealer. Lessee shall accept the Equipment if it meets the criteria set forth in the preceding sentence and shall execute and deliver to Yamaha a Certificate of Acceptance with respect to each shipment of Equipment. For all purposes of this Lease, the Equipment will be considered accepted upon execution of the Certificate of Acceptance which must be delivered to Lessor within 7 days of the delivery of the Equipment or the Equipment will be deemed accepted by the Lessee. Lessee authorizes Lessor to insert in each Equipment Schedule the serial number and other identifying data of the Equipment.

4.2 Warranty and Disclaimer of Warranties. Lessor warrants to Lessee that, so long as Lessee shall not be in default of any of the provisions of the applicable Equipment Schedule, neither Lessor nor any assignee of Lessor will disturb Lessee's quiet and peaceful possession of the Equipment and Lessee's unrestricted use thereof for its intended purpose. In addition, Equipment leased to Lessee hereunder is warranted only in accordance with the manufacturer's warranty, which may be amended or modified from time to time only by Lessor. OTHER THAN THE WARRANTY CONTAINED IN THE MANUFACTURER'S WARRANTY OR AS REQUIRED BY LAW AND EXCEPT AS EXPRESSLY PROVIDED ABOVE, LESSOR DISCLAIMS ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT BY WAY OF LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND NON-INTERFERENCE. LESSOR DISCLAIMS ANY LIABILITY FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR COMMERCIAL LOSSES SUFFERED BY LESSEE OR ANY THIRD PARTY. No defect, unfitness, loss, damage or other condition of the Equipment shall relieve Lessee of the obligation to pay any installment of rent or any other obligation under this Lease. Lessor agrees, so long as there shall not have occurred or be continuing any Event of Default as defined in this Lease or event which with lapse of time or notice, or both, might become an Event of Default hereunder, that Lessor will permit Lessee to enforce in Lessee's own name and at Lessee's sole expense any supplier's or manufacturer's warranty or agreement in respect of the Equipment to the extent that such warranty or agreement is assignable.

5. TITLE AND ASSIGNMENT.

5.1 Title. Nothing contained in any Equipment Schedule shall give or convey to Lessee any right, title or interest in or to the Equipment, except as a Lessee as set forth therein and Lessee represents and agrees that Lessee shall hold the Equipment subject and subordinate to the rights of the Lessor or any of its assignees and Lessee shall furnish

Lessor with such documentation as Lessor shall reasonably require with respect thereto, Lessor is hereby authorized by Lessee, at Lessor's expense, to cause this Master Lease, any Equipment Schedule or any statement or other instrument in respect of any Equipment Schedule as may be required by law showing the interest of Lessor or any of its assignees in the Equipment to be filed and Lessee hereby authorizes Lessor or its agent or assigns to sign and execute on its behalf any and all necessary UCC-1 forms for such purpose. Lessee shall, at its expense, protect and defend Lessor's title as well as the interest of any assignee of Lessor against all persons claiming against or through Lessee and shall at all times keep the Equipment free and clear from any legal process, liens or encumbrances whatsoever (except any placed thereon by Lessor) and shall give Lessor immediate written notice thereof and shall indemnify and hold Lessor and any assignee harmless from and against any loss created thereby. Lessor and Lessee hereby intend this transaction to be a lease. In the event that for any reason it is not deemed a lease the Lessee hereby grants Lessor a security interest in the leased property.

5.2 Location, Inspection. Lessee shall not move the Equipment from the location specified on the Equipment Schedule without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Lessor, or its agents, shall have the right from time to time and during normal business hours to enter upon Lessee's premises where the Equipment is located to confirm the existence, condition and proper maintenance of the Equipment and Lessee shall make its maintenance records regarding the Equipment available at such time or times to inspection by Lessor or its agents.

5.3 Assignment.

(a) Lessee shall not sell, transfer, assign, pledge or sublease (except for short-term rentals to golf course patrons in the ordinary course of business) the Equipment, this Lease, or any interest in either, without the prior written consent of Lessor.
(b) Lessor may assign this Lease and its rights hereunder, in whole or in part, without Lessee's consent. If Lessee is given notice of any assignment by Lessor, Lessee agrees to pay directly to such assignee all sums payable hereunder if so directed.
(c) Any assignment or transfer by Lessor shall not materially change Lessee's duties or obligations under this Lease nor materially increase the burdens or risks imposed on Lessee and any assignment or transfer by Lessor in accordance with the terms hereof is permitted even if the assignment or transfer is deemed to materially affect the interest of the Lessee.

6. NET LEASE, TAXES AND FEES.

6.1 Net Lease. Lessor and Lessee acknowledge and agree that each Equipment Schedule constitutes a net lease and that Lessee's obligation to pay all Monthly Rent and any and all amounts payable by Lessee under any Equipment Schedule shall be absolute and unconditional and shall not be subject to any abatement, reduction, set-off, defense, counterclaim, interruption, deferment or recoupment for any reason whatsoever, and that such payments shall be and continue to be payable in all events.

6.2 Taxes and Fees. Lessor shall pay all property taxes and sales and use tax due on the equipment leased pursuant to this agreement. Lessee agrees to reimburse and indemnify and hold harmless from and against all taxes, fees or other charges of any nature whatsoever (together with any related interest or penalties thereon) now or hereinafter imposed or assessed during the term of each Equipment Schedule against Lessor, Lessee or the Equipment by any governmental authority upon or with respect to the Equipment or upon the ordering, purchase, sale, ownership, delivery, leasing, possession, use, operation, return or other disposition thereof or upon the rents, receipts or earnings arising therefrom or upon or with respect to any Equipment Schedule (excepting only Federal, State and Local taxes based on or measured by the net income of Lessor).

7. CARE, USE AND MAINTENANCE; ALTERATIONS AND ATTACHMENTS, AND INSPECTION BY LESSOR.

7.1 Care, Use and Maintenance. Lessee shall, at its sole expense, at all times during the term of each Equipment Schedule, keep the Equipment clean, serviced and maintained in good operating order, repair, condition and appearance in accordance with Lessor's manuals and other instructions received from Lessor. Lessee shall, at its sole expense, enter into an Equipment Servicing Agreement with the manufacturer of the Equipment or such other party as shall be acceptable to Lessor under which systematic inspection, maintenance and repair to the Equipment shall be performed and shall provide Lessor with a copy of such contract and all supplements thereto which are applicable to the Equipment. All replacement parts and repairs made to or placed upon the Equipment shall become the property of Lessor and be subject to this Lease.

7.2 Alterations and Attachments. Lessee may, with Lessor's prior written consent, make such cosmetic modifications to the Equipment as Lessee may deem desirable in the conduct of its business; provided, however, that such alterations shall not diminish the value or utility of the Equipment, or cause the loss of any warranty

thereon or any certification necessary for the maintenance thereof; and provided, further, that such modification shall be removable without causing damage to the Equipment. Upon return of the Equipment to Lessor, Lessee shall, if Lessor so elects, remove such modifications which have been made and shall restore the Equipment to its original condition, reasonable wear and tear and depreciation excepted.

7.3 Acceptance Guidelines for Return of Leased Equipment. Any Equipment returned with "Normal Wear and Tear" will be acceptable. "Normal Wear and Tear" will not include:

- (a) Tires which are damaged, gouged, or cut so as to be in an unsafe operating condition;
- (b) Missing tire(s) or wheel(s), including spare if originally included;
- (c) Bent, twisted, dented, dinged, or gouged bumper(s);
- (d) Any missing part(s) or accessory(s) that was originally delivered with the Equipment or any components to Lessee as either factory-installed or dealer-installed optional accessories requiring any modifications for installation;
- (e) Any mechanical repairs on any components or suspension which may be required due to abuse, accident, negligence or the lack of proper maintenance, or any repairs required which are not considered "Normal Wear and Tear".

8. REPRESENTATIONS AND WARRANTIES OF LESSEE. Lessee hereby represents that with respect to the Master Lease and each Equipment Schedule executed hereunder:

- (a) The execution, delivery and performance thereof by the Lessee have been duly authorized by all necessary corporate or other action.
- (b) The individual executing such was duly authorized to do so.
- (c) The Master Lease and each Equipment Schedule constitute legal, valid and binding agreements of the Lessee enforceable in accordance with their respective terms.
- (d) The Equipment is personal property and when subjected to use by the Lessee will not be or become fixtures under applicable law.

9. DELIVERY AND RETURN OF EQUIPMENT. Lessee hereby assumes the full expense of transportation and in-transit insurance from the Dealer to Lessee's premises and delivery thereof of the Equipment. Upon termination (by expiration or otherwise) of each Equipment Schedule, Lessee shall, pursuant to Lessor's instructions and at Lessee's expense (including, without limitation, expenses of transportation and in-transit insurance), return the Equipment to Lessor in the same operating order, repair, condition and appearance as when received, less normal depreciation and wear and tear. The Equipment shall be inspected by an agent of Lessor and a Condition Report shall be completed by such agent and signed by Lessee to determine the Equipment return condition. Lessee agrees to reimburse Lessor for any excess wear and tear which shall be determined by reference to the Acceptance Guidelines, including physical interior and exterior excess wear and tear and excess mechanical wear and tear whether noted on the Condition Report or subsequently discovered. Lessee shall return the Equipment to Lessor at its address set forth herein or at such other address within the United States of America as directed by Lessor.

10. LABELING. Lessee agrees that, upon the request of Lessor, it shall cause the Equipment to be plainly, permanently and conspicuously marked, by stenciling or by metal tag or plate affixed thereto, indicating Lessor's interest in the Equipment. Lessee shall replace any such stenciling, tag or plate which may be removed or destroyed or become illegible. Lessee shall keep all Equipment free from any marking or labeling which might be interpreted as a claim of ownership thereof by Lessee or any party other than Lessor or anyone so claiming through Lessor.

11. INDEMNITY. Lessee shall and does hereby indemnify and hold Lessor and any of its assignees harmless from and against any and all claims, costs, expenses, damages, losses, and liabilities (including negligence, tort and strict liability), including reasonable attorney's fees, arising out of or in any manner connected with the ownership, selection, possession, leasing, renting, purchase, financing, operation, control, use, maintenance, transportation, storage, repair, delivery, return or other disposition of the Equipment including, without limitation, claims for injury to or death of persons and for damage to property. Lessee agrees to give Lessor prompt notice of any such claim or liability.

12. RISK OF LOSS. Lessor and Lessee agree as follows:

(a) Effective upon delivery of the Equipment to Lessee and until the Equipment is returned to Lessor as provided herein, Lessee relieves Lessor of responsibility for all risks of physical damage to or loss or destruction of the Equipment, howsoever caused. During the continuance of this agreement Lessee shall, at its own expense, cause to be carried and maintained casualty insurance with respect to each item of Equipment designated in this Equipment Schedule and public liability insurance, in each case in amounts and against risks customarily insured against by the Lessee on similar equipment and, in any event, in amounts and against risks (i) acceptable to Lessor, and (ii) comparable to those insured against by the Lessee on equipment owned by it. All policies with respect to such insurance shall name the Lessor as additional assured and (together with any assignee or secured party) as loss payee, and shall provide for at least 30 days' prior written notice by the underwriter or insurance company to the Lessor in the event of cancellation or expiration. The Lessee shall furnish appropriate evidence of such insurance.

(b) Lessee shall bear the entire risk of loss, theft, destruction or damage to the Equipment from any cause whatsoever and shall not be relieved of the obligation to pay the total of the Monthly Rental Payments or any other obligation hereunder because of any such occurrence. In the event of damage to any Equipment leased hereunder, Lessee, at its sole expense, shall immediately place the same in good repair and operating condition. If Lessor determines that any Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee shall pay to Lessor within

thirty (30) days of such loss, theft, destruction or damage, the unpaid balance of Monthly Rental Payments for the term of the Lease discounted at a rate of 8% per annum, for such Equipment plus the then-current Fair Market Value of such Equipment established by the Lessor, and any other charges or sums due under Equipment established by the Lessor, and any other charges or sums due under the Lease which may be allocated to such Equipment. At the sole discretion of Lessor, Lessee may replace any Equipment that is lost, stolen, destroyed or damaged beyond repair with other Equipment of equal or greater value reasonably acceptable to the Lessor. In no event shall Lessor be liable for any loss of profits, inconvenience, or other consequential damages which result from the theft, damage, loss, defect or failure of any Equipment or the time which may be required to recover, repair, service, or replace the Equipment. Lessor shall have the right to apply any and all proceeds of insurance against any obligation of Lessee under this Lease.

13. DEFAULT. The occurrence of any one or more of the following events (herein called "Events of Default") shall constitute a default under an Equipment Schedule:

- (a) Default by Lessee in the payment of any installment of Monthly Rent or other charge payable by Lessee under such Equipment Schedule as and when the same becomes due and payable; or
- (b) Default by Lessee in the performance of any other material term, covenant or condition of such Equipment Schedule or the inaccuracy in any material respect of any representation or warranty made by the Lessee in such Equipment Schedule, this agreement, or in any document or certificate furnished to the Lessor in connection therewith, which default or inaccuracy shall continue for a period of 10 days after notice; or
- (c) A petition under the Bankruptcy Code or under any other insolvency law providing for the relief of debtors shall be filed by or against Lessee; or
- (d) The voluntary or involuntary making of an assignment of a substantial portion of its assets by Lessee for the benefit of creditors shall occur; a receiver or trustee for Lessee or for Lessee's assets shall be appointed; any formal or informal proceeding for dissolution, liquidation, settlement of claims against or winding up of the affairs of Lessee shall be commenced; or Lessee shall cease doing business as a going concern; or
- (e) The default by Lessee under any other Equipment Schedule or other agreement between Lessee and Lessor or any of its assignees hereunder; or
- (f) The Lessee shall suffer an adverse material change in its financial condition from the date hereof, and as a result thereof Lessor deems itself or any of its Equipment to be insecure.

14. REMEDIES. Upon the occurrence of any one or more Events of Default, Lessor, at its option, may (1) proceed by appropriate court action or actions either at law or in equity to enforce performance by Lessee of the applicable covenants and terms of the applicable Equipment Schedule, or to recover from Lessee any and all damages or expenses, including reasonable attorneys' fees, which Lessor shall have sustained by reason of Lessee's default in any covenant or covenants of the applicable Equipment Schedule or on account of Lessor's enforcement of its remedies thereunder, or (2) without notice or demand, accelerate the balance of the Monthly Rentals thereafter accruing under the applicable Equipment Schedule, which, together with all rent and other amounts then due shall become immediately due and payable, as liquidated damages and not a penalty and Lessor shall have the right to the extent permitted by law: (i) to recover all sums so due thereunder; (ii) to retake immediate possession of the Equipment without any process of law and for such purpose Lessor may enter upon premises where the Equipment may be located and may remove the same therefrom without notice, and without being liable to Lessee therefore, except that Lessor shall be liable for damages resulting from the fault or gross negligence of Lessor, Lessor's assignee or their respective agents and representatives in any such entry or repossession; (iii) to sell, lease or otherwise dispose of all or any portion of the Equipment, with the privilege of becoming the purchaser thereof, at public or private sale, for cash or on credit and without notice of its intention to do so or of its doing so, in which event Lessor shall apply the cash proceeds from any sale or other disposition (less the estimated Fair Market Value of the Equipment at the expiration of the Lease Term or any extension thereof), or the present value (discounted at the Overdue Rate) of the rentals under any lease for a term not to exceed the expiration of the Lease Term or any extension thereof (all such amounts to be called "Proceeds" hereinafter), less all reasonable costs and expenses incurred in connection with the recovery, repair or storage of the Equipment or the transaction itself, against all sums due from Lessee and to the extent and in the manner permitted by law, Lessee shall be liable to Lessor for the amount by which the Proceeds of any such transaction, less the reasonable expenses of retaking, storing, repairing and the transaction itself, including reasonable attorneys' fees incurred by the Lessor, is less than all sums due from Lessee under the applicable Equipment Schedule; and (iv) to pursue any other remedy permitted by law or equity. If Lessor elects not to sell, re-lease or otherwise dispose of all or part of the Equipment or does so by a re-lease which is not made in a manner substantially similar to the applicable Equipment Schedule or the measure of damages above are not allowable under any applicable law, Lessor may recover the market value, if any, as of the date of any such Event of Default of the rent reasonably estimated by Lessor to be obtainable for the Equipment during the Lease Term or any renewal thereof then in effect, plus any accrued and unpaid rent as of the date of any such Event of Default. The above remedies, to the extent permitted by law, any one of which Lessor need not, in its discretion, exercise, shall be deemed cumulative and may be exercised successively or concurrently. Lessee shall reimburse Lessor for all reasonable costs and expenses incurred in connection with the enforcement of any right or remedy under such Equipment Schedule, including reasonable attorneys' fees. Except as set forth in this Section and to the

extent permitted by applicable law, Lessee hereby waives any rights now or hereafter conferred by statute or otherwise which may require Lessor to sell, lease or otherwise use any Equipment in mitigation of Lessor's damages or which may otherwise limit or modify any of Lessor's rights or remedies. Fair Market Value of the Equipment shall be determined on the basis of and shall be the aggregate amount which would be obtainable at the expiration of the Lease Term of any extension thereof in an arm's-length transaction between an informed and willing buyer/user and an informed and willing seller under no compulsion to sell.

15. LESSEE'S WAIVERS. To the extent permitted by applicable law, Lessee hereby waives any and all rights and remedies conferred upon a Lessee by Section 10-508 through 10-522 of the California Commercial Code, including but not limited to Lessee's rights to: (i) cancel this Lease; (ii) repudiate this Lease; (iii) reject the Equipment; (iv) revoke acceptance of the Equipment; (v) recover damages from Lessor for any breaches of warranty or for any other reason; (vi) a security interest in the Equipment in Lessee's possession or control for any reason; (vii) deduct all or any part of any claimed damages resulting from Lessor's default, if any, under this Lease; (viii) accept partial delivery of the Equipment; (ix) "cover" by making any purchase or lease of or contract to purchase or lease Equipment in substitution for those due from Lessor; (x) recover any general, special, incidental or consequential damages, for any reason whatsoever; and (xi) require specific performance, replevin, detinue, sequestration, claim and delivery or the like for any Equipment.

16 MISCELLANEOUS

16.1 No Waiver. No omission or delay by Lessor at any time to enforce any right or remedy reserved to it, or to require performance of any of the terms, covenants or provisions hereof by Lessee at any time designated, shall be a waiver of any such right or remedy to which Lessor is entitled, nor shall it in any way affect the right of Lessor to enforce such provisions thereafter.

16.2 Binding Nature. Each Equipment Schedule shall be binding upon, and shall inure to the benefit of Lessor, Lessee and their respective successors, legal representatives and assigns.

16.3 Survival of Obligations. All agreements, representations and warranties contained in this Master Lease, any Equipment Schedule or in any document delivered pursuant hereto or in connection herewith shall be for the benefit of Lessor and any assignee and shall survive the execution and delivery of this Master Lease and the expiration or other termination of this Master Lease.

16.4 Notices. Any notice, request or other communication to either party by the other as provided for herein shall be given in writing and only shall be deemed received upon the earlier of receipt or three days after mailing if mailed postage prepaid by regular or airmail to Lessor or Lessee, as the case may be, at the address for such party set forth in this agreement or at such changed address as may be subsequently submitted by written notice of either party.

16.5 Governing Law. This Lease shall be governed by and construed in accordance with, the laws of the State of California.

16.6 Severability. In the event any one or more of the provisions of this Master Lease and/or any Equipment Schedule shall for any reason be prohibited or unenforceable in any jurisdiction, any such provision shall, as to such jurisdiction, be

ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

16.7 Signed Counterparts. The parties agree that this Lease may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Lease by fax, email or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Lease. Notwithstanding any other provision of this Lease, the sole original of this Lease shall be the Lease bearing the stamped or manually executed signature of the Lessor. The Lessee, by making any payment required under this Lease ratifies all of the terms of this Lease/Agreement.

16.8 Registration and License. Lessee shall perform and pay for the filing, registration and licensing (if required by applicable law) of any items of Equipment in the Lessor's name and all inspections of such items of Equipment which may be required by any governmental authority unless such fees and taxes shall be included in the payment as shown on the Equipment Schedule applicable to any such items of Equipment.

16.9 Involuntary Transfer Constitutes Default. Lessee shall not create, incur, assume or suffer to exist any mortgage, lien, pledge or other encumbrance or attachment of any kind whatsoever upon, affecting or with respect to the Equipment or this Master Lease or any of Lessor's interest thereunder.

16.10 Statute of Limitations. Any action by Lessee against Lessor for any default by Lessor under this Lease, including breach of warranty or indemnity, shall be commenced within one year after any such cause of action accrues.

16.11 Waiver of Jury Trial; Consent to Jurisdiction, etc.

(a) In any litigation in any court with respect to, in connection with, or arising out of this Master Lease, or any agreement executed in connection herewith, THE LESSEE HEREBY, to the fullest extent it may effectively do so, WAIVES TRIAL BY JURY IN CONNECTION WITH ANY SUCH LITIGATION. THE LESSEE AGREES THAT THIS SECTION 16.11 IS A SPECIFIC AND MATERIAL ASPECT OF THIS MASTER LEASE.

(b) The Lessee hereby irrevocably consents to the jurisdiction of the courts of the State of California and of any state or Federal court located in the County of Orange in connection with any action or proceeding arising out of or relating to this Master Lease or any agreement executed in connection herewith or any document or instrument delivered pursuant to this Master Lease. The Lessee hereby waives, to the fullest extent it may effectively do so, the defenses of forum non conveniens and improper venue.

16.12 Entire Agreement. Lessor and Lessee acknowledge that there are no agreements or understandings, written or oral, between Lessor and Lessee with respect to the Equipment, other than as set forth herein and in each Equipment Schedule and that this Master Lease and each Equipment Schedule contains the entire agreement between Lessor and Lessee with respect thereto. Neither this Master Lease nor any Equipment Schedule may be altered, modified, terminated or discharged except by a writing signed by the party against whom such alteration, modification, termination or discharge is sought.

IN WITNESS WHEREOF, the parties hereto have executed this Master Lease on or as of the day and year first above written.

BENNETT VALLEY GOLF SHOP, INC. as Lessee

YAMAHA MOTOR FINANCE CORPORATION, U.S.A. as Lessor

By: [Signature]

By: [Signature]

Print Name: Robert Borowicz

Print Name: Kim Ruiz

Title: President

Title: President

If Lessee is a Corporation, the Secretary of the Corporation is to execute the following:

The Officer signing above is duly authorized, on behalf of the Company, to negotiate, execute and deliver the Master Lease Agreement dated as of October 2, 2017, and the Schedule(s) thereunder and all future Schedule(s) (the "Agreements") by and between the Company and (Yamaha Motor Finance Corporation, U.S.A.); and these Agreements are binding and authorized agreements of the Company, enforceable in all respects in accordance with their terms.

WITNESS MY HAND and the corporate seal of the Company this _____ day of _____

SEAL

Secretary