

## **Exhibit 1**

### **Royal Links Program Agreement – Outlook Farm Golf**

**Royal Links USA Program Agreement** Reservation Number 20802081

The Royal Links USA Program Agreement ("Agreement") is made as of the Start Date (shown below), by and between Royal Links USA ("Royal Links USA") and the owner of the golf course named below ("Course").

Course Name/Location: <u>The Links at Outlook Golf Course</u>		
Owner of Course: <u>Outlook Farm Golf Club, LLC</u>		
Notice Address: <u>#10 Route 4 South Berwick, ME 03908</u>		
No. of Beverage Caddy Express units: <u>2</u>	Monthly Sponsorship Revenue Sharing: <u>\$62R.00</u>	Delivery Date:
Delivery Contact Name: <u>Jeff Maldenir</u>		

1. **Agreement.** Pursuant to the terms of this Agreement, Course will permit Royal Links USA to display sponsorships on its Beverage Caddy Express units in exchange for sponsorship sharing revenue.

2. **Term.** The term of this Agreement includes two periods:  
 a) **Initial Period:** The first sixty (60) month period will begin on the delivery date of the Beverage Caddy Express units. During the initial period, Royal Links USA will pay Course \$314.00 per month per Beverage Caddy Express unit.

b) **Renewal Period:** A second sixty (60) month period will begin at the end of the initial period. During the renewal period, Royal Links USA will pay Course \$2,000 per year per Beverage Caddy Express unit. At Royal Links USA's option, it will refurbish or replace the Beverage Caddy Express at the beginning of the renewal term.

Initial to renew \_\_\_\_\_ Date \_\_\_\_\_  
 c) **Optional:** Course agrees to purchase product for the Beverage Caddy Express exclusively for the term of the contract from Royal Links USA. Initial \_\_\_\_\_ Date \_\_\_\_\_

3. **Course's Duties.** During the term of this Agreement, Course will do the following:

a) Perform routine cleaning and maintenance of each Beverage Caddy Express as recommended by Royal Links USA, and repair the Beverage Caddy Express only as recommended by Royal Links USA.

b) Use each Beverage Caddy Express in its business and display each Beverage Caddy Express in prominent and visible locations throughout the golf season whenever possible.

c) Provide an annual certification as to usage of each Beverage Caddy Express unit; the volume of sales made through each unit; and such other information as Royal Links USA may reasonably require, as and when requested by Royal Links USA.

d) Purchase and maintain liability insurance of at least \$1,000,000 per claim and provide proof of this insurance upon request. Royal Links USA is not liable for any damage to Course's property, or for any injury to Course's employees or any other person in or coming to or from the premises of Course, however caused, and Course shall indemnify Royal Links USA against any such liability.

e) Provide Royal Links USA or its agents up to eight (8) rounds of golf per season, without charge, motorized cart rentals not included, for promotional purposes.

f) Maintain the Beverage Caddy Express units so that all sponsorships designated by Royal Links USA are clearly legible. Royal Links USA will have access to the Caddies at any reasonable time to inspect the Caddies and to replace or affix sponsorships. Course acknowledges and agrees that it will have no right, title, or interest whatsoever in or to any trade names, trademarks, or other intellectual property rights of Royal Links USA or its sponsors.

4. **Exclusivity.** Course will use the Beverage Caddy Express Program exclusively during the term of this Agreement, and for one (1) year thereafter. If there is a breach or threatened breach of this section, Royal Links USA is entitled to a temporary restraining order, permanent injunction, and other appropriate equitable relief.

5. **Purchase Option.** Upon expiration or termination of this Agreement, Royal Links USA will have the option to purchase any or all of the Beverage Caddy Express units from Course for \$1.00 each. If necessary, Course will exercise its purchase option under any lease to be able to sell the Beverage Caddy Express units to Royal Links USA. Course shall deliver the Beverage Caddy Express units in clean and good operating condition, ordinary wear and tear expected.

6. **Product Sales.** Royal Links USA is not responsible for product performance, or the acts or omissions of Course's employees and agents as related to the sale of products or services sold through the use of the Beverage Caddy Express.

7. **Miscellaneous.**

a) This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes any prior agreements, or representations, written or oral.

b) By notice to Course, Royal Links USA may assign this Agreement without the consent of Course. By notice to Royal Links USA, Course may, and is required to, assign this Agreement to any entity that acquires the golf course at which the Beverage Caddy Express units are to be used. Otherwise, this Agreement may not be assigned without the written consent of the other party.

c) If Course breaches this Agreement, Royal Links USA may offset monthly sponsorship revenue payments due hereunder against any payments Course owes to Royal Links USA or any of its affiliates.

d) All notices hereunder will be in writing. Any notice shall be deemed duly given three (3) business days after it is sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to Royal Links USA at 1630 Timber Wolf Dr., Holland, Ohio 43528, or to Course at the address specified above.

e) No waiver by any party of any default, whether intentional or not, shall be deemed to extend to any prior or subsequent default. All remedies described herein are cumulative and in addition to other remedies that may be available at law or in equity.

f) This Agreement shall be governed by Ohio law, without reference to conflict of law principles. Any action related to this Agreement may be brought only in the courts of Lucas County, Ohio, or, if it has or can acquire jurisdiction, in the United States District Court for the Northern District of Ohio, Western Division. Each party consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.

Royal Links USA

Stephany Adelman  
 Signature

Stephany Adelman, Customer Care Representative  
 Printed Name/Title

3-16-04  
 Date

Course

Jeff Maldenir  
 Signature

Jeff Maldenir, Dir. of Marketing  
 Printed Name/Title

March 29, 2004  
 Date

## **Exhibit 2**

**Invoice/Purchase Order – Royal Links/C and J Leasing**

**PAID** 02/21/04  
CA. No. 40678

23073

**Tower Building Services**  
dba Royal Links USA  
1630 Timberwolf Drive  
Holland, OH 46528  
419-931-8000 fax 419-831-8007

Invoice No. 5506

**INVOICE**

**Customer**

Name C and J Leasing Corporation  
Address P.O. Box 8219  
City Des Moines State IA Zip 50301-8219  
Attention Laura Anderson

Date 2/23/2004  
Order No. \_\_\_\_\_  
Rep Call Center  
FOB \_\_\_\_\_

Qty	Description	Unit Price	TOTAL
2	Concession Cart Concession Carts Unit # 2080 / 2081  Outlook Farm Golf Club, LLC Ship To: The Links at Outlook Golf Course #10 Route 4 South Berwick, ME 03908	\$12,500.00	\$25,000.00

**Payment Terms**  
\$25,000.00 due upon delivery

Subtotal	\$25,000.00
Shipping & Handling	\$0.00
Taxes State	\$0.00
<b>TOTAL</b>	<b>\$25,000.00</b>

Office Use Only

## Exhibit 3

# Equipment Lease Agreement – C and J Leasing - Outlook Farm Golf

EQUIPMENT	Serial Number
Equipment Model & Description 2 BEVERAGE CADDY EXPRESS CART	

See attached schedule for additional Equipment / Accessories  
Equipment Location (if different from Billing Address)

**DEALER**

Royal Links USA  
741 Commerce Drive  
Perrysburg, Ohio 43551  
Phone: (800) 908-6937  
Fax: (888) 766-1879

**PURCHASE OPTION AT END OF TERM**

Lessee may purchase equipment at the end of the lease for 1.00 provided the terms of the lease are met.

Lease Rate (must be Completed for GA, MD, NII, NM, WI)

Lease Rate Factor 0.02392 (Must be Completed for all other states)

You have selected the equipment. The dealer and its representatives are not our agents and are not authorized to modify the terms of this lease. You are aware of the name of the manufacturer of each item of equipment and you will contact each manufacturer description of your lease payment warranty rights. We make no warranties to you express or implied, as to the merchantability, fitness for a particular purpose, suitability, or otherwise we provide the equipment to you as is. We shall not be liable for consequential or special damages.

**TRANSACTION TERMS**

Lease Payment: \$628.00 Plus Tax: Incl.  
Document Fee: \$50.00 # Of Payments: 060  
Term: 60  
Billing Type: Monthly Payment Start Date:  
Advance Payment: \$628.00  
Total Payment Due: \$678.00 Includes Document Fee

Your Payment obligations are absolute and unconditional and are not subject to cancellation, reduction or setoff for any reason whatsoever. Both parties agree to waive all rights to a jury trial. This lease shall be governed by the laws of Iowa. Any legal action concerning this lease shall be brought in state court located within or for Polk County, Iowa. You consent to the jurisdiction and venue of state courts in Iowa. By signing this lease, you acknowledge receipt of page 2 of this lease. And agree to terms on both pages 1 and 2. Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you and us from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

**Lessee ("You")**

Full Legal Name  
OUTLOOK FARM GOLF CLUB, LLC

D/B/A  
THE LINKS AT OUTLOOK GOLF COU

Billing Address  
PO Box 384  
City South BERWICK State ME Zip 03908  
-0300+

Contact Name Phone  
TIMOTHY FLYNN (207) 384-4653

BY: Signature of Authorized Signor  
X *Jeff Maldonis* *Div. of Machinery*  
Name: Please Print Title  
X Jeff Maldonis  
Date Of Signature Federal Tax ID  
X 3-29-04

**Lessor ("We", "Us")**

C and J Leasing Corp.  
P O Box 8219  
Des Moines, Iowa 50301

By: *[Signature]*  
Name:  
Title:  
Date: 4-19-04  
*C&J Advantage Leasing*  
*CO*

**Unconditional Personal Guaranty**

In consideration of Lessor entering into the Lease in reliance on this guaranty, the undersigned unconditionally guarantees the Lessor, its successors and assigns, the payment and performance of all existing and future obligations to Lessor including the lease. I agree that (a) this is a guaranty of payment and not of collection, and that Lessor can proceed directly against me personally without resorting to any security or seeking to collect from Lessee, (b) I waive all suretyship defenses including impairment of collateral, failure to properly perfect a security interest in the collateral, and all notices, including those of protest, presentment and demand, (c) Lessor may renew, extend or otherwise change the terms of the lease without noticed to me and I will be bound buy such changes, and (d) I will pay all of Lessor's costs of enforcement and collection, including attorney's fees. This guaranty survives the bankruptcy of Lessee and binds my administrators, successors and assigns. My obligations under this guaranty continue even if Lessee becomes insolvent or bankrupt or is discharged from bankruptcy and I agree not to seek to be repaid by lessee in the event I must pay Lessor, until you have been paid all amounts owed. The guaranty shall be governed by the laws of Iowa. I consent to the personal jurisdiction and venue of federal and state courts in Iowa.

## ADDITIONAL TERMS AND CONDITIONS OF LEASE

**COMMENCEMENT OF LEASE.** Commencement of this Lease and acceptance of the equipment shall occur upon delivery of the Equipment to you. You agree to inspect the equipment upon delivery and verify by telephone or in writing such information as we may require. If you signed a purchase order or similar agreement for the purchase of the equipment, by signing this Lease you assign to us all of your rights, but none of your obligations under it. All attachments, accessories, replacements, replacement parts, substitutions, additions and repairs to the Equipment shall form part of the Equipment under this Lease.

**ADVANCE PAYMENTS.** You agree to pay us any required Advance Payment when you sign this Lease. Advance Payments may be commingled and do not earn interest. (Unless otherwise required by law).

**LEASE PAYMENTS.** You agree to remit to us the Lease Payment and all other sums when due and payable each Billing Period at the address we provide to you from time to time. Lease Payments are due whether or not you are invoiced. You authorize us to adjust the Lease Payments by not more than 10% to reflect any reconfiguration of the Equipment or adjustments to reflect applicable sales taxes or the cost of the Equipment by the manufacturer/dealer. Your Payment Date will be 30 days after the Equipment is delivered to you. The first Lease Payment is due and payable upon commencement of this Lease, which shall be the date the Equipment is delivered to you.

**LEASES CHARGES.** You agree to: (a) pay all costs and expenses associated with the lease, maintenance, servicing, repair or replacement of the Equipment; (b) pay all premiums and other costs of insuring the Equipment; (c) reimburse us for all costs and expenses including reasonable attorneys fees and court costs incurred in enforcing this Lease; and (d) pay all other costs and expenses for which you are obligated under this Lease. You agree to file all required property tax returns and promptly pay all property taxes, which may be assessed against the Equipment. We may take on your behalf any action required under this lease, which you fail to take, and upon receipt of our invoice you will promptly pay our costs including insurance premiums and other payments to affiliates), plus reasonable processing fees. Restrictive endorsements on checks you send to us will not reduce your obligations to us. We may charge you a return check or non-sufficient funds charge of \$25.00 for any check, which is returned by the bank for any reason (not to exceed the maximum amount permitted by law).

**LATE CHARGES.** For any payment, which is not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or \$22.00 (not to exceed the maximum amount permitted by law) as reasonable collection costs.

**OWNERSHIP USE, MAINTENANCE AND REPAIR.** You shall have title to the Equipment immediately upon delivery and shall be the owner of the Equipment and we reserve a security interest in the Equipment to secure all of your obligations under this Lease. You hereby assign to us all of your rights, but none of your obligations, under any purchase agreement for the Equipment. We hereby assign to you all our rights under any manufacturer or dealer warranties, so long as you are not in default hereunder. You must keep the equipment free of liens. You may not remove the Equipment from the address indicated on the front of this Lease without first obtaining our approval. You agree to: (a) keep the equipment in your exclusive control and possession; (b) USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS, AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES; (c) use the Equipment in conformity with all insurance requirements, manufacturer's instructions and manuals; (d) keep the Equipment repaired and maintained in good working order and as required by the manufacturers warranty, certification and standard full service maintenance contract; and (e) give us reasonable access to inspect the Equipment and its maintenance and other records.

**INDEMNITY.** You are responsible for all losses, damage, claims, infringement claims, injuries and attorneys' fees and costs ("Claims"), incurred or asserted by any person, in any manner relating to the Equipment, including its use, condition or possession. You agree to defend and indemnify us against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. This indemnity continues beyond the termination of this Lease, for acts or omissions, which occurred during the Term of this lease.

**LOSS OR DAMAGE.** If any item of Equipment is lost, stolen or damaged you will, at your option and cost, either: (a) repair the item or replace the item with a comparable item reasonably acceptable to us; or (b) pay us the sum of: (i) all past due and current Lease Payments and Lease Charges and (ii) the present value of all remaining Lease Payments and Lease Charges for the item, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher). We will then transfer to you all our right, title and interest in the Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE. Insurance proceeds shall be applied toward repair, replacement or payment hereunder, as applicable.

**INSURANCE.** Lessee shall at its own expense keep each item of equipment insured, in an amount equal to the greater of the full replacement value of the equipment or the sum of the remaining unpaid rental payments, against loss, theft, damage and destruction including fire with extended coverage. In addition, if requested by Lessor, Lessee shall at its own expense obtain and maintain general public liability insurance, in amounts specified by Lessor, against claims for bodily injury or death or property damage arising out of the use, ownership, possession, operation or condition of the equipment. All insurance policies shall be with companies satisfactory to Lessor, shall include both Lessor and Lessee as named insureds, and shall provide that no alteration or cancellation will be effective against Lessor without 30 days prior written notice to Lessor. Lessee shall deliver to Lessor such certificates or other evidence of insurance to Lessor prior to commencement date of this Lease. IF LESSEE DOES NOT GIVE US SUCH PROOF, WE MAY (BUT WILL NOT BE OBLIGATED TO) OBTAIN OTHER INSURANCE AND CHARGE YOU A FEE FOR IT, OR WE MAY CHARGE LESSEE A MONTHLY RISK CHARGE EQUAL TO 0.25% OF THE ORIGINAL EQUIPMENT COST. Lessee hereby assigns to the Lessor, all right title and interest Lessee has to insurance coverage required to be purchased by this lease agreement. Lessor may, at its option, make all required claims to insurance carriers in the place of Lessee.

**DEFAULT.** You will be in default under this Lease if: (a) you fail to remit to us any payment within ten (10) days of the due date or breach any other obligation under this Lease; (b) a petition is filed by or against you or any Guarantor under any bankruptcy or insolvency law; or (c) you default under any other agreement with us.

**11. REMEDIES.** If you default, we may DO one or more of the following: (a) recover from you AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY the sum of: (i) all past due and current Lease Payments and Lease Charges, and (ii) the present value of all remaining Lease Payments and Lease Charges, discounted at the rate of 6% PER annum (or the lowest rate permitted by law, whichever is higher); (b) declare any other agreements between us in default; (c) require you to return all of the Equipment in the manner outlined in Section 12, or take possession of the Equipment, in which case we shall not be held responsible for any losses directly or indirectly arising out of, or by reason of the presence and/or use of any and all proprietary information residing on or within the Equipment, and to lease or sell the Equipment or any portion thereof, and to apply the proceeds, less reasonable selling and administrative expenses, to the amounts due hereunder; (d) charge you interest on all amounts due us from the due date until paid at the rate of 112% per month, but in no event more than the lawful maximum rate; (e) charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

**12. END OF TERM OPTIONS: RETURN OF EQUIPMENT.** If you are not in default, we will release any security interest which we may have in the Equipment at the end of the Term if you are in default, you shall return all of the Equipment, freight and insurance prepaid at your cost and risk, to wherever we indicate in the continental United States, with all manuals and logs, in good order and condition (except for ordinary wear and tear from normal use), packed per the shipping company's specifications, and pay an inspection, restocking and handling fee of \$100, not to exceed the maximum permitted by law, as reasonable compensation for our costs in processing returned equipment. You will pay us for any loss in value resulting from the failure to maintain the Equipment in accordance with this Lease or for damages incurred in shipping and handling.

**13. ASSIGNMENT.** You may not assign or dispose of any rights or obligations under this Lease or sub-lease the Equipment, without our prior written consent. We may, without notifying you, (a) assign this Lease or our interest in the Equipment; and release information we have about you and this Lease to the manufacturer, dealer or any prospective investor, participant or purchaser of this Lease. If we do make an assignment under subsection 13(a) above our assignee will have all of our rights under this Lease, but none of our obligations. You agree not to assert against our assignee claims, offsets or defenses you may have against us.

**14. MISCELLANEOUS.** Notices must be in writing and will be deemed given 5 days after mailing to your (or our) business address. You represent that: (a) you have authority to enter into this Lease and by so doing you will not violate any law or agreement; and (b) this Lease is signed by your authorized officer or agent. This Lease is the entire agreement between us, and cannot be modified except by another document signed by us. This Lease is binding on you and your successors and assigns. All financial information you have provided is true and a reasonable representation of your financial condition. You authorize us or our agent to (a) obtain credit reports and make credit inquiries; (b) furnish payment history to credit reporting agencies; and (c) be your attorney-in-fact for the sole purpose of signing UCC financing statements. Any claim you have against us must be made within two (2) years after the event, which caused it. If a court finds any provision of this Lease to be unenforceable, all other terms shall remain in effect and enforceable. You agree that because we accepted the terms of this Lease in Polk County, Iowa, that this Lease and the Guaranty were entered into in Des Moines, Iowa. You authorize us to INSERT or correct missing information on this Lease. Including your proper legal name, serial numbers and any other information describing the Equipment. If you so request, and we permit the early termination of this Lease, you agree to pay a fee for such privilege. THE PARTIES INTEND THIS TO BE A "FINANCE LEASE UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC). YOU WAIVE ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC.

**15. TIME PRICE.** You understand that the Equipment may be purchased for cash (the Equipment Cost) or it may be purchased pursuant to this Lease for a Time Price equal to the Lease Payment times the number of Lease Payments, plus the Document Fee, all as set forth on Page 1 of this Lease, plus \$1, and by executing this Lease you have chosen to purchase the Equipment for that Time Price.

**16. LEASE RATE FACTOR.** Each Lease Payment includes a part of our investment in the Equipment Cost and a return on our investment in this Lease. The total return on our investment (the total finance charge) is determined by multiplying the Lease Payment times the number of Lease Payments, then adding the Document Fee and Purchase Option amount (all as set forth on Page 1 of this Lease), then deducting the Equipment Cost (as determined above). The difference so determined is the returned to us on our investment (the total finance charge). The rate of return (finance rate) may be determined by deducting the Security Deposit from the Equipment Cost, and then applying to the amount so determined, the rate THAT will amortize that amount down to the Purchase Option amount by applying as payments, the Lease Payments and the Document Fee. For purposes of that amortization, each Lease Payment, including the Advance Payment, will be considered received on the date it is required to be paid under this Lease, and the Document Fee will be considered received on the date of this Lease.

**17. LIMITATIONS ON CHARGES.** This Section controls over every other part of this Lease and over all other documents now or later pertaining to this Lease. We both intend to comply with all applicable laws. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Any part of this Lease that could, but for this Section, be read under any circumstance to allow for a charge higher than that allowable under any applicable legal limit, is limited and modified by this Section to limit the amounts chargeable under this Lease to the maximum amount allowed under the legal limit. If in any circumstance, any amount in excess that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally owed under this Lease, or refunded to you.

X Initials

Date

*J. W.* *March 27, 2017*

## Exhibit 4

### Delivery and Acceptance Certificate – C and J Leasing – Outlook Farm Golf



**DELIVERY AND ACCEPTANCE CERTIFICATE**

To: C AND J LEASING CORP.  
P.O. BOX 8219  
DES MOINES, IOWA 50301-8219

Gentlemen:

The undersigned hereby certifies that:

1. All the equipment described in the Equipment Lease, (Lease No: **023073**), between C and J Leasing Corp. and the undersigned has been furnished.
2. Delivery and installation of this equipment has been fully completed as required.
3. **The equipment was selected by the Lessee and the equipment is accepted as satisfactory, Lessee approves the contract by which Lessor acquired the equipment.**
4. All conditions and terms of said Equipment Lease have been reviewed and acknowledged.
5. **The undersigned acknowledges that Supplier is not an employee or agent of C and J Leasing and Supplier is not authorized to amend the terms of the Equipment Lease.**

Date: 4-17-04

Lessee: OUTLOOK FARM GOLF CLUB, LLC DBA THE LINKS AT OUTLOOK GOLF COU

By: X Jeff Malden

(By signing this agreement, signatory certifies that he or she has the authority to bind lessee)

Title: Dir. of Marketing

The Links at Outlook

I hereby authorize Jeff Malden (name), Jeff Malden (title), to orally verify my/our acceptance of the above referenced equipment in my absence.