

Robert Johnston

From: Benedict, Luke <lbenedict@textron.com>
Sent: Wednesday, August 10, 2022 4:16 PM
To: Robert Johnston
Subject: Re: Riverside Golf Course - Clinton, OK

The fleet is more of a priority than the gps. I would get the fleet order in to hold the production space and then the gps can be decided at a later date if needed.

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From: Robert Johnston <Robert.Johnston@clintonok.gov>
Sent: Wednesday, August 10, 2022 4:13:11 PM
To: Benedict, Luke <lbenedict@textron.com>
Subject: RE: Riverside Golf Course - Clinton, OK

Thanks Luke.

Is it correct to assume that we need to make a final decision on the GPS options when we place the order? Or, do we have some time?

Robert

From: Benedict, Luke <lbenedict@textron.com>
Sent: Wednesday, August 10, 2022 1:32 PM
To: Robert Johnston <Robert.Johnston@clintonok.gov>; Mike Painter <mpainter74@outlook.com>
Subject: RE: Riverside Golf Course - Clinton, OK

Good Afternoon everyone,

I have attached a revised proposal to reflect all of the GPS options. Please let me know if you need any questions answered or you would like me to come down and show you the different options.

Thank you,

Luke Benedict
Oklahoma/NW Arkansas TSM

580-574-0593 cell
706-772-6216 fax
lbenedict@textron.com

THE BEST WILL ALWAYS
HAVE OUR NAME ON IT



PREPARED FOR:



PARTNER WITH THE INDUSTRY LEADER



ELITE
LITHIUM



ADVANCED
INTELLIBRAKE™
TECHNOLOGY

72V
AC ELECTRIC

August 10, 2022

RT 1 BOX 3625
CLINTON, 73601

Dear ,

E-Z-GO® is honored to prepare this exclusive proposal for and its members. Since 1954, E-Z-GO has been at the forefront of innovation, reliability and service for the last 70 years. We are committed to providing our customers with vehicle solutions that exceed expectations and perform to the demands of your facilities.

E-Z-GO and Cushman® vehicles are manufactured with purpose in mind. We have taken the golf car industry by storm with technologies such as the Samsung Powered ELiTE Lithium batteries, a first-of-its-kind EX1 gas engine, and our Textron Fleet Management systems. These technologies, paired with our reliable fleet and utility vehicle options, provide an experience refined to elevate and improve any course to a premium caliber.

The E-Z-GO and Cushman advantage goes far beyond our products. You'll gain access to a level of service and support unsurpassed in the industry, through the largest fleet of factory direct service technicians, our strong network of factory-owned branch locations and authorized distributors.

Through highly reputable regional sponsorships, professional golfers and industry partners, we are dedicated to advancing the game of golf and the industry that fuels it.

Our constant pursuit for innovation, performance and customer service elevated our name to the premium provider in the industry. We're committed to the game and will never stop looking for what's next. Never settling has put our products on the most prestigious courses and facilities in the world so if you're looking for the best, E-Z-GO and Cushman have you covered.

As you review the enclosed materials, please do not hesitate to contact me with additional questions. I look forward to hearing from you soon, and to serving you at .

With sincere appreciation,

Luke Benedict
Territory Sales Manager
(580) 574-0593
lbenedict@textron.com



Limited Warranty Terms and Conditions – RXV and TXT ELITE Fleet Vehicles

Textron Specialized Vehicles Inc. ("Company") provides that any new Model Year 2021 E-Z-GO RXV Fleet and TXT Fleet Elite electric vehicle (Vehicles factory equipped with a lithium battery pack) (the "Vehicles") and/or the battery charger for the Vehicle's lithium battery pack purchased from the Company, a Company affiliate, or an authorized Company dealer or distributor, or leased from a leasing company approved by the Company, shall be free from defects in material or workmanship under normal use and service (the "Limited Warranty"). This Limited Warranty with respect only to parts and labor is extended to the Original Retail Purchaser or the Original Retail Lessee ("Purchaser") for defects reported to the Company no later than the following warranty periods for the Vehicle parts and components set forth below (the "Warranty Period"):

Part or Component	Warranty Period
FRAME - WORKMANSHIP	LIFETIME
SUSPENSION - Steering Gearbox, steering column, shocks and leaf springs	4 Years
MAJOR ELECTRONICS – Electric motor, solid state speed controller	4 Years
LITHIUM BATTERY SYSTEM – Battery pack, battery management system, battery charger, and charger receptacle	5 Years
PEDAL GROUP - Pedal assemblies, and motor brake	4 Years
SEATS - Seat bottom, seat back and hip restraints	3 Years
CANOPY SYSTEM - Canopy and canopy struts	4 Years
POWERTRAIN – Electric axle	3 Years
BODY GROUP – Front and rear cowls, side panels and instrument panel	3 Years
OTHER ELECTRICAL COMPONENTS – Solenoid, limit switches, DC/DC converter, F&R switch, charger cord, wiring harness	3 Years
ALL REMAINING COMPONENTS - All options and accessories supplied by E-Z-GO at time of delivery, and all components not specified elsewhere	2 Years
INITIAL ADJUSTMENTS – Initial alignment, adjustments, fastener tightening	90 days

The Warranty Period for all parts and components of the Vehicle other than Lithium Batteries shall commence on the date of delivery to the Purchaser's location or the date on which the Vehicle is placed in Purchaser-requested storage. The Warranty Period for Lithium Batteries shall commence on the earliest of the following dates:

- of Vehicle delivery to the Purchaser's location,
- on which the Vehicle is placed in Purchaser- requested storage or
- that is sixty (60) days from the date of sale or lease of the Vehicle by the Company to an authorized Company dealer or distributor.

Parts repaired or replaced under this Limited Warranty are warranted for the remainder of the length of the original Warranty Period. This Limited Warranty applies only to the Purchaser and not to any subsequent purchaser or lessee without the prior written approval from the Director of the Company's Customer Care / Warranty Department.

EXCLUSIONS: Specifically **EXCLUDED** from this Limited Warranty are:

- routine maintenance items, normal wear and tear, cosmetic deterioration or electrical components damaged as a result of fluctuations in electric current;
- damage to or deterioration of a Vehicle, part or battery charger resulting from an accident or collision, or from the neglect, abuse, or inadequate maintenance of the Vehicles;
- damage resulting from installation or use of parts or accessories not approved by Company, including but not limited to subsequent failures of the Vehicle, other parts or the battery charger due to the installation and/or use of parts and accessories not approved by Company;
- warranty repairs performed by someone other than a Company branch or an authorized and qualified Dealer designee. Warranty repairs performed by someone other than a Company branch or an authorized and qualified Dealer or designee shall void the Limited Warranty;
- damage or loss resulting from acts of nature, vandalism, theft, war or other events over which Company has no control;
- any and all expenses incurred in transporting the Vehicle to and from the Company or an authorized and qualified Dealer, distributor or designee for warranty service or in performing field warranty service; and
- any and all expenses, fees or duties incurred relative to inbound freight, importation, or customs.

THIS LIMITED WARRANTY MAY BE VOIDED OR LIMITED AT THE SOLE DISCRETION OF COMPANY IF THE VEHICLE AND/OR BATTERY CHARGER:

- – shows indications that routine maintenance was not performed in accordance with the Owner's Manual provided with the Vehicle, including but not limited to rotation of fleet, proper tire inflation, and lack of charging.
- shows indications that non-recommended lubricants were applied to the Vehicle and any part thereof;
- shows indications that the speed governor was adjusted or modified to permit the Vehicle to operate beyond Company specifications;
- shows indications that it has been altered or modified in any way from Company specifications, including but not limited to alterations to the speed braking system, electrical system, passenger capacity or seating;
- has been altered to be used or operated outside of Company approved applications, specified environments or performance conditions;
- is equipped with tires not expressly approved by Company for use with the Vehicles;
- lacks an adequate number of operating battery chargers, or uses unapproved battery chargers for the Vehicle or uses extension cords with battery chargers;
- shows indication that the battery charger has been modified to charge vehicles not approved for the charger;
- has electrical accessories that are not manufactured or sold by the Company for use with the Vehicle or any electrical energy consuming devices installed directly to the battery pack;
- shows indications that the battery pack was disassembled, opened, or tampered with in any way;
- shows indications that attempts may have been made to intentionally reduce the battery pack life;
- contain lithium battery packs that are not paired with the battery management system as supplied by the Company;



Storage and Operation Limitations Condition	Time Allowed
STORAGE BETWEEN CHARGE CYCLES	3 months
STORAGE BETWEEN -22°F (-30°C) AND -4°F (-20°C) STORAGE ONLY – NO CHARGING OR DISCHARGING OF BATTERY PACK	1 month
OPERATION OF VEHICLE BELOW -4°F (-20°C) OR ABOVE 140°F (60°C)	NOT ALLOWED

USE OF NON-APPROVED PARTS AND ACCESSORIES: THIS LIMITED WARRANTY SHALL NOT APPLY TO ANY PROPERTY DAMAGE OR ADDITIONAL ENERGY CONSUMPTION ARISING FROM OR RELATED TO PARTS OR ACCESSORIES NOT MANUFACTURED OR EXPRESSLY AUTHORIZED BY THE COMPANY, OR WHICH WERE NOT INSTALLED BY THE COMPANY, ITS DEALERS OR DISTRIBUTORS, INCLUDING BUT NOT LIMITED TO GPS SYSTEMS, COOLING AND HEATING SYSTEMS, COMMUNICATION SYSTEMS, INFORMATION SYSTEMS, OR OTHER FORMS OF ENERGY CONSUMING DEVICES WIRED DIRECTLY OR INDIRECTLY TO THE VEHICLE BATTERIES.

REMEDY: Purchaser's sole and exclusive remedy under this Limited Warranty in the event of a defect in material or workmanship in the Vehicle, any part or component, or battery charger during the applicable Warranty Period is that Company will, at its sole option, repair or replace any defective parts. For such warranty repairs or replacements, the Company may, at its discretion, provide factory reconditioned parts or new components from alternate suppliers. All replaced parts become the sole property of the Company. This exclusive remedy will not be deemed to have failed of its essential purpose so long as the Company has made reasonable efforts to repair or replace the defective parts.

DISCLAIMER: THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED FOR THE VEHICLES AND BATTERY CHARGER AND IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL SUCH OTHER WARRANTIES BEING EXPLICITLY DISCLAIMED.

LIABILITY LIMITATIONS: IN NO CASE SHALL THE COMPANY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DEATH, PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM OR RELATED TO ANY ALLEGED FAILURE IN A VEHICLE OR BATTERY CHARGER, OR ANY DAMAGE OR LOSS TO THE PURCHASER OR ANY THIRD PARTY FOR LOST TIME, INCONVENIENCE OR ANY ECONOMIC LOSS, WHETHER OR NOT THE COMPANY WAS APPRISED OF THE FORSEEABILITY OF SUCH DAMAGES OR LOSSES. ANY LEGAL CLAIM OR ACTION ARISING THAT ALLEGES BREACH OF WARRANTY MUST BE BROUGHT WITHIN THREE (3) MONTHS FROM THE DATE THE WARRANTY CLAIM ARISES. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL DAMAGES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU

WARNING: ANY MODIFICATION OR CHANGE TO THE VEHICLE OR BATTERY CHARGER WHICH ALTERS THE WEIGHT DISTRIBUTION OR STABILITY OF THE VEHICLE, INCREASES THE VEHICLE'S SPEED, OR ALTERS THE OUTPUT OF THE BATTERY CHARGER BEYOND FACTORY SPECIFICATIONS, CAN RESULT IN PROPERTY DAMAGE, PERSONAL INJURY OR DEATH. DONOTMAKEANYSUCHMODIFICATIONSORCHANGES. SUCH MODIFICATIONS OR CHANGES WILL VOID THIS LIMITED WARRANTY. THE COMPANY DISCLAIMS RESPONSIBILITY FOR ANY SUCH MODIFICATIONS, CHANGES OR ALTERATIONS WHICH WOULD ADVERSELY IMPACT THE SAFE OPERATION OF THE VEHICLE OR BATTERY CHARGER.

LITHIUM BATTERY WARRANTY LIMITATIONS, CONDITIONS AND EXCEPTIONS:

- Claims for battery replacement require specific testing, as specified by Company's Customer Care / Warranty Department. The Company, or an authorized Company dealer or distributor, should be contacted to obtain a copy of the required tests.
- IF IT IS DETERMINED THAT PARTS OR ACCESSORIES WERE INSTALLED DIRECTLY TO THE VEHICLE'S BATTERY PACK WITHOUT THE COMPANY'S EXPRESS WRITTEN APPROVAL, THEN THE WARRANTY FOR THE BATTERY PACK AND THE BATTERY MANAGEMENT SYSTEM SHALL BE VOID.
- ALL NON-FACTORY INSTALLED ACCESSORIES REQUIRE THE INSTALLATION AND USE OF A COMPANY APPROVED DC TO DC CONVERTER THAT USES ENERGY FROM ALL BATTERIES.
- Electric Vehicle storage facilities must provide the following:
 - ample electrical power to charge all Vehicles and allow the charger to shut off automatically;
 - battery chargers must each have an independent dedicated 15 amp circuit;
 - each battery charger must be connected to its circuit with at minimum a NEMA 15-5R three-pin receptacle;
 - one (1) functional charger for each Vehicle in the fleet with a proper electrical supply as specified above; and
 - BATTERY CHARGERS MUST BE THE COMPANY APPROVED CHARGERS FOR LITHIUM BATTERY PACK VEHICLES.

OTHER COMPANY RIGHTS:

- Company may perform semi-annual vehicle inspections (directly or through assigned Company representatives) through the term of any fleet lease.
- Company may improve, modify or change the design of any Company vehicle, part or battery charger without being responsible to modify previously manufactured vehicles, parts or battery chargers.
- Company may audit and inspect the Purchaser's facility, maintenance records and its Vehicles prior to approving any warranty claim; furthermore, Company may use a third party to perform such audit or inspection of the Purchaser's storage facilities, and/or batteries.
- THE WARRANTY FOR ALL VEHICLES IN A FLEET SHALL BE VOIDED IF DATA SUBMITTED FOR AN INDIVIDUAL VEHICLE WARRANTY CLAIM CONTAINS FALSE OR MISLEADING INFORMATION.

AUTHORITY: No Company employee, dealer, distributor or representative, or any other person, has any authority to bind Company to any modifications of the terms and conditions of this Limited Warranty without the express written approval from the Director of the Company's Customer Care / Warranty Department

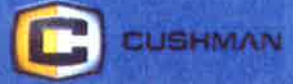
FOR FURTHER INFORMATION, CALL 1-800-774-3946, GO TO EZGO.TXTSV.COM, OR WRITE TO TSV DIVISION OF TEXTRON INC., ATTENTION: TSV CUSTOMER CARE / WARRANTY DEPARTMENT, 1451 MARVIN GRIFFIN ROAD, AUGUSTA, GEORGIA 30906 USA.

TSV P/N 646534G21



Proposal

May 23, 2022



RXV ELITE

STANDARD FEATURES

5-YEAR BATTERY WARRANTY

ZERO MAINTENANCE BATTERIES

**ADVANCED INTELLIBRAKE
TECHNOLOGY**

**SAMSUNG SDI LITHIUM
BATTERIES**

**UNBEATABLE ENERGY
EFFICIENCY**

LOWEST COST OF OPERATIONS

ACCESSORIES

Body Color Bright White	36
Standard Seat Stone Beige	36
Hole-in-One 18 x 8.50 - 8 (4 Ply Rated) - (Set of 4)	36
Spoke, Silver (Set of 4)	36
USB Port	36
Light World Charger, ELiTE (3 m [10 ft] Cord)	36
Sand Bottle (Single)	72
Message Holder	36
Sun Canopy, 54" Stone Beige	36
Windshield, Fold Down	36
Custom Logo/Decals	36
Parts Package	1
Freight	36

Accepted by _____

Proposal

May 23, 2022



PACE SHIELD (60 MONTHS)

STANDARD FEATURES

REAL-TIME VEHICLE DATA	BUILT-IN INTERNAL BATTERY	AUTOMATIC SOFTWARE UPDATES
GEOFENCING & ALERTS	REMOTE VEHICLE & STAGING LOCKDOWN	VEHICLE TRAVEL HISTORY

ACCESSORIES

Accepted by _____

Proposal

May 23, 2022



PACE 10EX (60 MONTHS)

STANDARD FEATURES

REAL-TIME VEHICLE DATA	AUTOMATIC SOFTWARE UPDATES	10" ULTRA-BRIGHT TOUCHSCREEN DISPLAY
ACCURATE HOLE AND YARDAGE GPS	ENHANCED HD HOLE GRAPHICS	GEOFENCING & VEHICLE ALERTS

ACCESSORIES

Accepted by _____

Proposal

May 23, 2022



PACE 7 (60 MONTHS)

STANDARD FEATURES

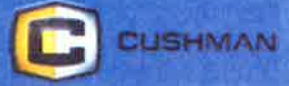
FLEET UTILIZATION & VEHICLE REPORT	AUTOMATIC SOFTWARE UPDATES	7" ULTRA-BRIGHT TOUCHSCREEN DISPLAY
ACCURATE HOLE AND YARDAGE GPS	REAL-TIME VEHICLE TRACKING	GEOFENCING & VEHICLE ALERTS

ACCESSORIES

Accepted by _____

Proposal

May 23, 2022



PACE 7EX (60 MONTHS)

STANDARD FEATURES

REAL-TIME VEHICLE DATA	AUTOMATIC SOFTWARE UPDATES	7" ULTRA-BRIGHT TOUCHSCREEN DISPLAY
ACCURATE HOLE AND YARDAGE GPS	ENHANCED HD HOLE GRAPHICS	GEOFENCING & VEHICLE ALERTS

ACCESSORIES

Accepted by _____

Proposal

May 23, 2022



FAIR MARKET VALUE LEASE

✓	YEAR	MODEL	QTY	TERM	CAR/MONTH	TOTAL MONTHLY PRICE
	2023	Pace Shield (60 months)	36	60 Month	\$18.00	\$648.00
	2023	Pace 10EX (60 months)	36	60 Month	\$40.00	\$1,440.00
	2023	Pace 7 (60 months)	36	60 Month	\$30.00	\$1,080.00
	2023	Pace 7EX (60 months)	36	60 Month	\$36.00	\$1,296.00
					MONTHLY AMOUNT	\$4,464.00

CAPITAL LEASE

✓	YEAR	MODEL	QTY	TERM + Balloon	CAR/MONTH	TOTAL MONTHLY PRICE
	2023	RXV ELITE	36	60 Month + \$1,500.00	\$77.44	\$2,787.84
					MONTHLY AMOUNT	\$2,787.84

TRADE VALUATIONS (LEASE)

YEAR	MANUFACTURER	MODEL	QTY	UNIT TRADE AMOUNT	TOTAL TRADE VALUE
2018	E-Z-GO	TXT	30	\$4,550.00	\$136,500.00
				NET DOWN AMOUNT	\$91,500.00
				CASH BACK	\$45,000.00

PROGRAM DETAILS

NUMBER OF PAYMENTS PER YEAR	PAYMENT MONTHS	DELIVERY	FIRST PAYMENT
12	January - December	May 2023	Month Following Delivery

SPECIAL CONSIDERATIONS

While it is E-Z-GO's intent to hold this pricing, this quote is subject to change due to factors that are beyond the control of E-Z-GO. Final interest rates and pricing will be determined 90 days prior to delivery.

E-Z-GO at its discretion reserves the right to offer an early fleet roll option. To receive an early roll, must enter into a new lease or purchase agreement with E-Z-GO and the existing lease must be current and in good standing. E-Z-GO and the existing lease must be current and in good standing

Accepted by _____

NOTE: All goods ordered in error by the Customer or goods the Customer wishes to return are subject to a restock fee. The restock fee is 3% of the original invoice value of the goods. Prices quoted above are those currently in effect and are guaranteed subject to acceptance within 45 days of the date of this proposal. Applicable state taxes, local taxes, and insurance are not included. Lease rates may change if alternate financing is required. Payment schedule(s) does not include any finance, documentation, or initiation fees that may be included with the first payment. All lease cars and trades must be in running condition and a fleet inspection will be performed prior to pick up. It is the club's responsibility to either repair damages noted or pay for the repairs to be completed. All electric cars must have a working charger. All pricing and trade values are contingent upon management approval. Any change to the accessory list must be obtained in writing at least 45 days prior to production date.

E-Z-GO

Accepted by: _____

Accepted by: _____

Title: _____

Title: _____ Territory Sales Manager _____

Date: _____

Date: _____