This Assignment is made by Miller & Sons Golf Cars LLC ("Customer") in favor of TCF Equipment Finance, a division of TCF National Bank ("Assignee").

WHEREAS Assignee has financed certain equipment (the "Equipment") for Customer by way of the following described Lease, Promissory Note/Security Agreement, or other similar financing arrangement (the "Contract"): Contract # ____________________ dated as of ___________, 20___.

WHEREAS Customer has subleased the Equipment to City of Rapid City, South Dakota (the "User") pursuant to the following described sublease: Agreement for Lease of Golf Cars dated October 12, 2017 (the “Rental Agreement”).

NOW THEREFORE as security for the payment and performance of the Contract, and all other present and future obligations, of whatever type or description, owed by Customer to Assignee, Customer hereby represents and agrees as follows:

1. Customer hereby assigns to Assignee, and grants Assignee a security interest in, the Rental Agreement, including without limitation all of Customer's rights to payment, the right to exercise Customer's rights and remedies upon a default thereunder and all other rights thereunder, together with proceeds, including insurance proceeds, of any and all of the foregoing.

2. Customer agrees to deliver to Assignee the original Rental Agreement, together with all related documents, and a Notice and Acknowledgment of Assignment signed by the User.

3. Customer represents, warrants and agrees that: the Rental Agreement is or shall reflect the entire and only agreement between Customer and User with respect to the Equipment; Customer has not otherwise assigned, pledged or encumbered, and will not, otherwise assign, pledge or encumber, the Rental Agreement; User shall use the Equipment solely for commercial purposes in its trade or business; User is not in default of the Rental Agreement; Customer has not received any payment of rental or other amount due under the Rental Agreement more than thirty (30) days in advance of the scheduled due date thereof; the Rental Agreement is genuine and enforceable, free from valid defenses, set-offs and counterclaims, and complies with all applicable laws and regulations; all signatures, names, addresses, amounts and other statements and facts contained in the Rental Agreement are true and correct; the Rental Agreement constitutes and will continue to constitute a valid reservation of unencumbered title to or first lien upon or security interest in the Equipment, effective against all persons.

4. Customer agrees that it shall not modify or terminate the Rental Agreement, whether pursuant to any term thereof or any agreements supplementary thereto or otherwise, and Customer will not accept any prepayment of any rental or other payment, and will not permit User to exercise any purchase option or related rights pursuant to the Rental Agreement, without the prior written consent of Assignee. Assignee may, at any time and from time to time during regular business hours, examine, inspect and audit Customer’s books and records related to the Rental Agreement and the Equipment.

5. Upon default in the Contract, Assignee shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as adopted in Minnesota, including without limitation the right to notify the User to make payments owing under the related Rental Agreement directly and solely to Assignee and the right to take possession of and dispose of the Equipment. Any failure of Customer to fully comply with the terms and requirements of this Assignment, or any misrepresentation hereunder, shall also constitute a default under the Contract.

6. Customer shall fully perform its obligations under the Rental Agreement, and Assignee does not assume and shall have no liability whatsoever to pay or perform any of the obligations of Customer under the Rental Agreement, including but not limited to, any and all obligations of Customer to service, repair, insure or maintain the Equipment as may be provided pursuant to the Rental Agreement.

7. Customer acknowledges and agrees that Assignee's ownership interest or security interest in the Equipment and its rights under the Contract are and shall at all times remain superior to Customer's interest as lessor and to the User's interest as lessee under the Rental Agreement.

8. Customer agrees to indemnify and hold harmless Assignee, its successors and assigns, employees, officers, directors and agents, from and against any and all claims or suits for any loss, damage or injury sustained by any person by reason of this Assignment, the Rental Agreement, or any use or disposition of the Equipment and, in this connection, Customer shall pay Assignee’s reasonable legal fees and other reasonable expenses. Customer agrees to pay all of Assignee’s costs and expenses, including reasonable attorneys’ fees, in the exercise of any right or remedy available to it under this Assignment and for the purpose of preserving, protecting or perfecting Assignee’s rights or interests hereunder or related to the Rental Agreement.

9. Notwithstanding any limitations on assignment as set forth in the Contract as are addressed in this Assignment and related Notice and Acknowledgement thereof, Assignee hereby agrees that: (i) this Assignment shall be binding upon and inure to the benefit of the successors and assigns of Assignee and Customer; and (ii) Assignee may assign its rights under this Assignment with the consent of Customer as provided in the related Notice and Acknowledgement of Assignment related hereto.

Dated as of:___________________, 2017  Miller & Sons Golf Cars LLC
By:__________________________
Title:_________________________