

Lease Schedule

020 0063440 015

	44 40					Lease Scriedule No.		030-0003-4-10-013	
						Master Leas No.	se Agreement	0063440	
Lessee: (Name & Address)		FLIGHT PATH DR					RS		
Lessor:		RE CREDIT, INC. NW 86 th ST, PO BOX 6	6600, J	JOHNST	ON, IA 501	31-6600			
					LEA	ASE TERM			
Lease Term Star	t Date	Lease Term End D	Date	# C Paym		ease Payment	*Sales/Use Tax	Total Lease Payment	Purchase Option Price
1/15/2024		1/15/2027		36	3	\$31,106.71	\$0.00	\$31,106.71	SEE DELIVERY & ACKNOWLEDGMENT
*If part of the regu	lar sched	duled lease payment							
					RENE	WAL TERM			
Renewal Term Start Date	Re	enewal Term End Date		Of ments		Lease Payment Amount	Sales/Use Tax	Total Renewal Lease Payment	Purchase Option Price
	+								
		PAYMENT	TERM	IS			PAYN	MENT DUE AT	SIGNING
Due Date	1 st P	Payment Due Date			Discount Ra	ate	Advance Le	ease Payment**	\$SEE ADV PAYMT INVOICE
08		EE DELIVERY & KNOWLEDGMENT	Intern	nal Rate	e of Return m (2%)	ninus 2 percent	Origination Fee		\$SEE ADV PAYMT INVOICE
Billing Period	1	In	regular	regular Payments			Security Deposit \$SEE A		\$SEE ADV PAYMT INVOICE
☑ Monthly ☐ Quarterly							Total Due	e At Signing	\$SEE ADV PAYMT INVOICE
☐ Semi-Annual ☐ Annual ☐ Irregular							**Advance Lease	e Payment includes Lease Payment	the first (0) and last (0)

Lagge Cohadula Na

"Master Agreement" shall mean the above referenced Master Lease Agreement. "Schedule" shall mean this Lease Schedule. "Lease" shall mean this Schedule and the Master Agreement. All of the terms and conditions set forth in the Master Agreement and any amendment, addendum, schedule or attachment thereto or hereto including, but not limited to, the Equipment Return Provisions are hereby incorporated into and made a part of this Schedule.

<u>Lease Payments</u>. You agree to remit the Lease Payments (and applicable sales, use and property taxes) on the dates noted above and all other amounts when due to: DEERE CREDIT, INC., P.O. Box 4450, Carol Stream, IL 60197-4450.

Hourly Charges. You certify that the engine hour meter reading on each item of Equipment is accurate as of the date you sign this Schedule. If you use any Equipment during the Lease Term for more than the Engine Hourly Limit indicated above for that item of Equipment, you will pay to us within 10 days of the Lease Term End Date (or any earlier termination of the Lease) an amount equal to the Excess Hour Charge for that item of Equipment for each engine hour in excess of the Hourly Limit. If the Lease is terminated, cancelled or extended for any reason, the Hourly Limit will be prorated by us in our sole discretion.

Purchase Option. You may purchase the Equipment on the Lease Term End Date (or the Renewal Term End Date) for the applicable Purchase Option Price (plus applicable Taxes including estimated property taxes), provided (1) you are not in default; and (2) we receive the Purchase Option Price and any other amounts you owe us on or before the Lease Term End Date (or the Renewal Term End Date). Upon receipt of the Purchase Option Price, we will transfer to you all of our right, title and interest in such item(s) of Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE.

Renewal Term. If (1) a Renewal Term is provided for above, and (2) you notify us at least sixty (60) days prior to the end of the Lease Term that you intend to renew the Lease for the Renewal Term, the Lease shall renew for the Renewal Term. You agree to remit to us the Renewal Lease Payments indicated above (plus applicable taxes and other amounts) when due and payable each Billing Period, even if we do not send you a bill or an invoice.

Representations and Warranties. You represent and warrant to us, as of the date you signed this Schedule, that (1) the Equipment was selected by you; (2) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, you; (3) the safe operation and the proper servicing of the Equipment were explained to you; (4) you received the written warranty applicable to the Equipment and understand that your rights under the written warranty may be limited; (5) the Equipment is unconditionally and irrevocably accepted by you as being suitable for its intended use; (6) the Equipment is in good condition and repair (operating and otherwise); (7) the Equipment shall be used only for the purpose indicated herein; (8) except as disclosed to us, neither you nor any person related to you will have an equity interest in the Equipment on the Lease Term Start Date; and (9) all information provided to us by you is true and correct.

You acknowledge and agree that: (1) we did not select, manufacture or supply any of the Equipment; (2) we acquired the Equipment at your direction; (3) you selected the supplier of the Equipment; (4) you are entitled to all manufacturer warranties ("Warranty Rights") and we assign all Warranty Rights to you, to the extent assignable; (5) you may request an accurate and complete statement of the Warranty Rights, including any disclaimers and limitations, directly from the manufacturer; and (6) you assign to us all your rights (but none of your obligations) under all purchase orders, purchase agreements or similar documents relating to the Equipment. You waive all rights and remedies conferred upon a lessee under Sections 508 – 522 of Article 2A of the Uniform Commercial Code.

Lease Payments may be based on the assumption that we will be entitled to certain tax benefits as the owner of the Equipment. If you take or fail to take any action that results in a loss of such tax benefits, you will pay us, on demand, the amount we calculate as the value of such lost tax benefits.

Miscellaneous. You agree that we can access any information regarding the location, maintenance, operation and condition of the Equipment, and you irrevocably authorize anyone in possession of such information to provide all of that information to us upon our request. You also agree to not disable or otherwise interfere with any information-gathering or transmission device within or attached to the Equipment. You permit us to monitor and record telephone conversations between you and us. By providing any telephone number, including a mobile phone number, to us, any of our affiliates or any debt collectors we retain, we, such affiliates and such retained debt collectors can contact you using that number, including calls using an automatic dialing and announcing device and prerecorded calls, and that such calls are not "unsolicited" under state or federal law. All of our rights under each Lease shall remain in effect after the expiration of the Lease Term or termination of the Schedule.

You acknowledge and agree that, if You execute this Lease Agreement with your electronic signature, (a) you are signifying your intent to enter into this Lease Agreement and that this Lease Agreement be legally valid and enforceable in accordance with its terms to the same extent as if you had executed this Lease Agreement using your written signature, and (b) this Lease Agreement is an electronic record executed by you using your electronic signature. You agree that unless the authoritative electronic copy of this Lease Agreement ("Authoritative Copy") is converted to paper and marked as the original by us (the "Paper Contract"), the Authoritative Copy shall at all times reside in a document management system designated by us for the storage of authoritative copies of electronic records (the "DMS"), and shall be deemed held in the ordinary course of business. In the event the Authoritative Copy is converted to a Paper Contract, you acknowledge and agree that (1) your signing of this Lease Agreement also constitutes issuance and delivery of such Paper Contract. (2) your electronic signature associated with this Lease Agreement, when affixed to the Paper Contract, constitutes your legally valid and binding signature on the Paper Contract, and (3) your obligations will be evidenced by the Paper Contract alone after such conversion.

Lease Schedule – Equipment List

Supplier (Name & Address)		DOBBS EQUIPMENT, LLC 4618 SCARBOROUGH DRIVE, LUTZ, FL 33559							
			EQUIPMENT	INFORMATIC	N				
Year	Make	Equipment Description	Serial Number	Engine Hour Meter	Engine Hour Limit	Excess Hour Charge	Payment	Purchase Option	
023	JD	724 P-TIER WHEEL LOADER	1DW724PAAPLX18507	8	1500/YR	\$35.00/HR	\$31,106.71	SEE DELIVERY & ACKNOWLEDGMEN	
023	JD	544 P-TIER WHEEL LOADER	1DW544PALPLX18879	12	1500/YR	\$25.00/HR			
023	JD	544 P-TIER WHEEL LOADER	1DW544PACPLX18918	24	1500/YR	\$25.00/HR			
2023	JD	544 P-TIER WHEEL LOADER	1DW544PAVPLX18930	7	1000/YR	\$25.00/HR	L. Ji		
023	JD	544 P-TIER WHEEL LOADER	1DW544PAEPLX18836	11	1500/YR	\$25.00/HR			
	отн	PEMBERTON BKT	663-3.25-1222						
	отн	PEMBERTON RAKE	LR-5112-0823J						
	ОТН	PEMBERTON RAKE	LR-5100-0723J						
	ОТН	PEMBERTON RAKE	LR-5102-0723J						
	отн	PEMBERTON RAKE	LR-5101-0723J-1						
	oment ation	14450 LANDFILL RD, BROOKS	VILLE, FL, 34614-0806	OUTSIDE city limits: ☑ HERNANDO COUNTY			COUNTY		
LESS:	HEI CO 154 BRO	RNANDO COUNTY BOARD OMMISSIONERS 70 FLIGHT PATH DR DOKSVILLE, FL 34604-6823 eth Narverud		LESSOR By: Date:	DEERE 0	EDULE AND TERMINE.	X 6600	AGREEMENT.	

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: Malissa Tartaglia



Equipment Return Provisions

Lease Schedule No.	030-0063440-015		
Master Lease Agreement No.	0063440		

Lessee: (Name & Address) HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

15470 FLIGHT PATH DR., BROOKSVILLE, FL 34604-6823

Lessor:

DEERE CREDIT, INC.

6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

The following Equipment Return Provisions are hereby incorporated into and made a part of the above referenced Master Lease Agreement (the "Master Agreement"), and entered into between Deere Credit, Inc., as Lessor ("us", "we" or "our"), and HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS, as Lessee ("you" or "your"). Pursuant to Section 9 of the Master Lease Agreement, all Equipment must be returned to us in satisfactory condition. Unsatisfactory condition shall include any condition described in Sections 1 through 4 below ("Excessive Wear and Tear").

1. Mechanical.

- A. Computer systems or safety and emission control equipment not in proper working order.
- B. Mechanical components that are missing, broken or unsafe or that do not operate normally, other than normal tune-ups, given the age of the equipment.
- C. Wear on power train assembly that exceeds manufacturer's then current standards for normal wear and tear.
- D. Any air filters not within manufacturer's specifications.
- E. Any gauges or fluid indicators that are damaged or do not function, the electrical system fails to operate properly, the battery fails to hold a charge or any wire harnesses that are not tied down and kept secured, dry and clean.
- F. Any pumps, motors, valves or cylinders not in good operating condition or that fail to meet manufacturer's rated specifications or hydraulic system exceeds manufacturer's then-current contaminant standards (as shown by oil sample analysis). Equipment not serviced according to the manufacturer's operating manual.
- G. Any lubricant, water or A/C seal leaks.

Exterior.

- A. Dents larger than 2 inches in diameter.
- B. Excessive number of dents or scratches.
- C. Any scratch 8" or longer that reaches the metal skin.
- D. Any single chip the size of a quarter or larger or multiple small chips within one square foot.
- E. Substandard paint repairs, such as peeling, bubbling or mismatched shades that evidence poor condition in comparison with original paint and require repainting at a cost in excess of \$200.
- F. Rust holes in the body metal or a rust spot that covers more than a 4-inch square area.
- G. Any glass that must be replaced due to cracks or missing glass and any windshield damages greater than \$50 in amount.
- H. All frame damage and substandard frame repairs.
- I. Any tires or tracks that (a) have broken side walls or excessive cuts or damages, or (b) have less than 50% of the original useful life remaining, or (c) are not of the same size, type grade or equivalent quality manufacturer as were originally included on the Equipment.

3. Cab/Operator Platform.

- A. Heavy interior soil or strong odors, such as manure, that cannot be removed by general cleaning.
- B. Unclean condition of operator environment.
- C. Holes, tears, or burns on the dash, floor covers, seats, headliners, upholstery or interior.

4. General.

- A. Equipment not operated or maintained in accordance with the manufacturer's specifications or if components, fuels or fluids, on or in connection with the Equipment that do not meet manufacturer's standards were used.
- B. Any other damage that in the aggregate costs \$250 or more to repair or that makes the Equipment unlawful or unsafe to operate.

5. Other.

- A. All warranty and PIP work must be completed prior to the Lease Term End Date of the Lease Schedule relating to the Equipment.
- B. The Equipment must be cleaned prior to its return.
- C. The Equipment must be prepared for storage according to the operators manual, including flushing the system and use of winterization fluid.
- 6. Hour Meter. For each item of Equipment returned with a broken or missing hour meter, you shall accept an invoice from us and remit to us an amount equal to \$1,000. You agree that the hour meter included with the Equipment is conclusive of the number of hours of Equipment use.
- 7. Invoices for Excess Wear And Tear. Upon any return of the Equipment, we shall, in our sole discretion, determine the existence of any Excessive Wear and Tear. In the event any item of Equipment is returned to us with Excessive Wear and Tear, you shall, at our sole discretion, either (i) accept an invoice from us and remit to us the cost of repairing or replacing the affected component(s) which we determine necessary to return the Equipment to its required condition, and/or (ii) accept an invoice from us and remit to us an amount equal to our estimate of (1) the cost of new tires or tracks if the tires or tracks are damaged due to broken side walls or excessive cuts or damage, or (2) the cost of new tires or tracks multiplied by the difference between (A) our estimate of the percentage of the useful life of the tires and tracks then remaining, and (B) fifty percent (50%). For example, if you return Equipment with tires having 20% of their useful life remaining, you would remit to us an amount equal to 30% of the cost of new tires ((50% 20%) multiplied by the cost of new tires). Your failure to remit the required payment to us within ten (10) days of demand shall constitute a default by you under the terms of the Lease.

LESSEE HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS 15470 FLIGHT PATH DR BROOKSVILLE, FL 34604-6823	LESSOR DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600 JOHNSTON, IA 50131-6600
By: Elizabeth Narverud	By:
Chairwoman Date: □→ 61-09-2024	Date:

Universal Governmental MLA Operating Lease Stated Purchase Option

May 5 2019

App 14011074



Delivery and Acknowledgment

FINANCIAL		Lease Schedule No.	030-0063440-015			
		Master Lease Agreement No.	0063440			
Lessee: HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS						

Lessee: (Name & Address)

Lessor:

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS
15470 FLIGHT PATH DR., BROOKSVILLE, FL 34604-6823

DEERE CREDIT, INC.
6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

Capitalized terms shall have the meanings set forth in the above referenced Master Lease Agreement.

Lessee hereby represents and warrants that: (1) all of the Equipment more fully described in the above referenced Lease Schedule was selected by Lessee; (2) all of the Equipment and the Operator's Manuals have been delivered to, and received by, Lessee; (3) all of the Equipment has been inspected by Lessee and is in good working order; (4) all of the Equipment is unconditionally and irrevocably accepted by Lessee for all purposes under the Lease; (5) the safe operation and the proper servicing of the Equipment have been explained to Lessee; (6) Lessee received the manufacturer's written warranty applicable to the Equipment and Lessee understands that its rights are subject to the limitations outlined therein; (7) no Event of Default has occurred and is continuing; and (8) no material adverse change in the financial or business condition of Lessee has occurred since the date of the last financial statement submitted to Lessor by Lessee.

Purchase Option. You may purchase the Equipment on the Lease Term End Date (or the Renewal Term End Date) for the applicable Purchase Option Price (plus applicable Taxes including estimated property taxes), provided (a) you are not in default; and (b) we receive the Purchase Option Price and any other amounts you owe us on or before the Lease Term End Date (or the Renewal Term End Date). Upon receipt of the Purchase Option Price, we will transfer to you all of our right, title and interest in such item(s) of Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO THE CONDITION OR VALUE. The Purchase Option for the Equipment listed in this Lease Agreement is \$683,263.24 per Equipment Listed.

You hereby agree that the 1st Payment Due Date under the above referenced Lease Agreement shall be 12/08/2023

Signed by Lessee's duly authorized representative on the date shown below.

	·-·	
LESS	COMMISSIONER	TH DR
By:	· EN	
	Elizabeth Narverud	
	Chairwoman	
Date:	₱01-09-50 St	1

	LESSOR	DEERE CREDIT, INC. 6400 N.W.86 th STREET, PO BOX 6600 JOHNSTON, IA 50131-6600
В	y:	
D)ate:	

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: Mslissa Tartaglia
County Attorney's Office



Property Tax Acknowledgment Schedule No. 030-0063440-015

			Loude Contoudie No.	000 0000110 010
			Master Lease Agreement No.	0063440
Lessee: (Name & Address)		ANDO COUNTY BOARD OF COUNTY LIGHT PATH DR, , BROOKSVILLE, FL 3460		
Lessor:		CREDIT, INC. V 86° ST. PO BOX 6600, JOHNSTON, IA 50	1131-8600	
	d Owne	er of the equipment, Deere Credit, athority. Lessee should not repor	, Inc. is responsible for filing	
Lessor for pro	perty tax	for property taxes upon receipt of a xes upon receipt of an invoice from urther information.		
The equipmen jurisdiction(s).	nt listed	on the attached Master Lease Sch	nedule – Equipment List will b	pe reported to the following taxing
14450 LANE				Check here if OUTSIDE city limits
			34614-	
BROOKSVII City	LLE		FL 0806 State Zip	HERNANDO County
	LEASE	VALIDATE THE ABOVE INFORMA		
Street Address City	S		State Zip	Check here if OUTSIDE city limits County
	Check	here if Sales/Use Tax Exempt	Check here if	Property Tax Exempt
Equipment Usa	age:			
Percentage of	Time:			
that the Lesso	or will file operty tax	'Lessee") acknowledges that they had and pay property taxes and that the tes. Failure to reimburse Lessor for ase	Lessee is required to reimburs	se Lessor upon receipt of an
LESSEE CO 154 BR	RNANDO MMISSIO 470 FLIGHT	D COUNTY BOARD OF COUNDINERS T PATH DR LE, FL 34604-6823	APPROVED AS TO FORM A LEGAL SUFFICIENCY:	IND



Physical Damage/Liability Insurance

Lease Schedule No. 030-0063440-015 Master Lease Agreement No. 0063440 HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS Lessee: 15470 FLIGHT PATH DR, , BROOKSVILLE, FL 34604-6823 (Name & Address) DEERE CREDIT, INC. Lessor: 6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600 LIABILITY INSURANCE on the above referenced Lease Schedule (the "Schedule") to the above referenced Master Lease Agreement will be provided by the following insurance agency: Phone Number of Agency: Name of Agency: Mailing Address of Agency Fax Number of Agency PHYSICAL DAMAGE INSURANCE on the Schedule will be provided by the following agency: Name of Agency: Phone Number of Agency: Fax Number of Agency Mailing Address of Agency If an insurance certificate is available, it should be provided in place of the above information ADDITIONAL INSURED and LOSS PAYEE: Deere Credit, Inc. Its Successors &/or Assigns 6400 NW 86th St Johnston, IA 50131 The undersigned agrees and understands that, pursuant to the provisions of Section 6 of the Master Lease Agreement, the undersigned must at all times (1) maintain public liability insurance, covering personal injury and property damage for not less than \$1,000,000 per occurrence, naming us (and our successors and assigns) as additional insured; and (2) keep the Equipment insured against all risks of physical damage for no less than its Termination Value (as such term is defined in Section 7 of the Master Lease Agreement), naming us (and our successors and assigns) as sole loss payee. HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS LESSEE 15470 FLIGHT PATH DR BROOKSVILLE, FL 34604-6823 APPROVED AS TO FORM AND LEGAL SUFFICIENCY: By: Melissa Tartaglia Elizabeth Narverud Chairwoman **→**01-09-2024 Date: Office Use Only Contact Date(s): **Contact Name:** Liability Insurance Company Policy #: Liability Insurance Expiration Date Liability Limits: Notes: Physical Damage Insurance Company and Policy # Physical Damage Insurance Expiration Date Insured Value: Notes: Loss Payee Deere Credit, Inc.? Verified By: ☐ Yes ■Will Be Added

Automatic Payment Enrollment



☐ I accept Autopay enro ☐ I decline Autopay enro			
Bank Account Informatio	<u>n</u>		
Name of Person or Entity of	n Bank Account:		
Type of Account: C	hecking 🗌 Savings		
Routing Number # (9 digit):			
Bank Account Number:		·	
Signature and state of the stat	Bus	iness Check IO IO 1000	AUTHORIZED SIGNATURE 139861: 1234123412# Number Account Number
John Deere Financial	Accountholder Name	Accountholder	Month to begin automatic
Account number / App ID# 14011074	HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS,	Phone Number	payments:
account that I have provided to the individual John Deere Financial as necessary for amounts that must by written notification from me. If the referenced John Deere Financhave recurring payments, this ento the NACHA Operation Rules a	ay be due to me. This authorization is iven in such time and manner as to all cial account is closed due to an Add-Crollment and banking information will to the Guidelines applicable to electronic prior to the month I requested abov	"the Company"), to initiate of the company or other amour e Company to issue credit of the company to its and the company a reasonation of the company areasonation consolidation transferred to my new accept the composition of the composition	debit entries to the checking/savings ants owed to the Company on each entries to the checking/savings account effect until canceled by the Company, or able opportunity to act upon it. If any of ion or corrected loan agreement and I ecount(s). I acknowledge that I am subject count.
Bank Account Owner Sign	ature Date	•	nt Owner Phone Number

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: Mslissa Tartaglia
County Attorney's Office

Claim for Exemption of State and Local Sales/Use Tax for Municipal and Tribal Entities

Se	1	1	P	r
	1		C	

Name: Deere Credit Inc.

Address: 6400 NW 86th St. Johnston, IA 50131

Purchaser

Name: HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS
Address: 14450 LANDFILL RD, BROOKSVILLE, FL, 34614
ID Number (If Applicable):
Exemption Number (if applicable):

Description of Item Being Purchased

Quantity	Year	Make	Equipment Description
1	2023	JOHN DEERE	724 P-Tier Wheel Loader
1	2023	JOHN DEERE	544 P-Tier Wheel Loader
1	2023	JOHN DEERE	544 P-Tier Wheel Loader
1		PEMBERTON	RAKE - LR-5112-0823J
1		PEMBERTON	RAKE - LR-5100-0723J
1		PEMBERTON	BKT - 663-3.25-1222

By signing below, purchaser certifies that the items being purchased are exempt from state and local sales tax.

By:	APPROVED AS TO FORM AND
Title: Chairperson	LEGAL SUFFICIENCY:
Date: 01-09-2024	By: Melissa Tartagelia County Attorney's Office
Telephone Number: 352-154-4662	