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RESOLUTION NO. 2013 - 43

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 13-26 AND TO EXECUTE A LEASE AGREEMENT FOR GOLF COURSE MAINTENANCE EQUIPMENT**

**RECITALS**

**WHEREAS**, the County desires to enter into a contract with Golf Ventures, Inc. for a 48-month lease of golf course maintenance equipment; and

**WHEREAS**, through the County's formal bid process, Golf Ventures Inc. was selected as the most qualified respondent to provide the equipment referenced above; and

**WHEREAS**, the County seeks to enter into a legally sufficient agreement to lease such equipment.

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA**, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator is authorized to award Bid No. 13-26 to Golf Ventures, Inc. for the lease of golf course maintenance equipment. The County Administrator or designee, is further authorized to execute a lease agreement in substantially the same format as the attached subject to legal review and approval by the Office of the County Attorney.

Section 3. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

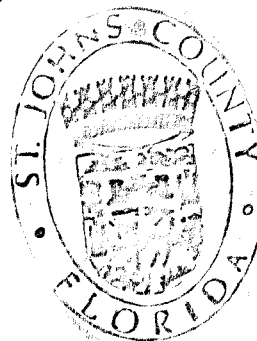
**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 19<sup>th</sup> day of February, 2013.

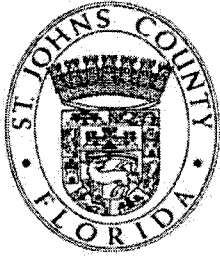
ATTEST: Cheryl Strickland, Clerk

By: *Ram Halterman*  
Deputy Clerk

**BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA**

By: *[Signature]*  
Chair





**ST. JOHNS COUNTY  
BOARD OF COUNTY COMMISSIONERS  
BUDGET TRANSFER FORM**

February 19, 2013

(Board Meeting Date)

Date:	02/05/13	Dept Name:	Golf Course	Dept #:	4436	Fund #:	4447
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Transfer From:			Transfer To:		
Account No.	Title	Amount	Account No.	Title	Amount
4432-56400	Equipment	\$28,200	4436-57101	Lease Interest	\$27,247
			4436-57201	Lease Principal	\$953
<b>TOTAL:</b>		\$28,200	<b>TOTAL:</b>		\$28,200

Justification of Request:

Transfer to cover the cost of Lease principal and interest for the equipment lease contract for the Golf Course.

\_\_\_\_\_  
Authorized Signature

This request has been checked and is correct in every aspect including an adequate source of funds to complete the transfer:	Yes		No	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

\_\_\_\_\_  
Budget Officer

Recommendation of the County Administrator Approved  Disapproved

Remarks: \_\_\_\_\_

**BID NO: 13-26**

**NOTICE TO BIDDERS**

Notice is hereby given that sealed bids will be accepted until **2:00 P.M. on December 19, 2012** by Leigh Daniels, CPPB, Buyer III, St. Johns County Purchasing Department, 500 San Sebastian View, St. Augustine, Florida 32084, (904) 209-0154, for **Lease of Golf Course Maintenance Equipment**. Bids will be opened promptly after the 2:00 p.m. deadline. **Note:** Bids delivered or received in the Purchasing Department after the 2:00 P.M. deadline shall not be given consideration and shall be returned to the sender unopened.

Any and all procurement questions shall be directed to Leigh Daniels, CPPB, Buyer III, St. Johns County Purchasing, phone number (904) 209-0154 or email [ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us) . The deadline for all questions shall be no later than 4:00 p.m., Monday, December 10, 2012.

Package request forms are available on DemandStar.com and requesting Document # 13-26. Additionally, document orders may be facilitated through Onvia DemandStar, Inc. For technical assistance with this Website please contact Onvia Supplier Services at 1-800-711-1712. A link to Onvia DemandStar is also available through the St. Johns County Website at [www.sjcfl.us/BCC/Purchasing/Open\\_Bids.aspx](http://www.sjcfl.us/BCC/Purchasing/Open_Bids.aspx). Check the County's site for download availability and any applicable fees. Vendors registered with Onvia DemandStar.com may visit [www.demandstar.com](http://www.demandstar.com) to electronically download some documents.

Vendors shall not contact, lobby, or otherwise communicate with any St. Johns County employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the Bid until contract(s) are executed by all parties, per St. Johns County Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to St. Johns County policy, any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications.

St. Johns County reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of St. Johns County. St. Johns County also reserves the right to award the base bid and any alternate bids in any combination that best suits the needs of the County.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA  
CHERYL STRICKLAND, CLERK

BY: \_\_\_\_\_  
DEPUTY CLERK

**ST. JOHNS COUNTY  
PURCHASING DEPARTMENT**

INSTRUCTIONS TO BIDDERS

These instructions will bind bidders to terms and conditions herein set forth, except as specifically qualified in special bid contract terms issued with any individual bid.

1. The following criteria are used in determining low responsible bidder:
  - A. The ability, capacity and skill of bidder to perform required service.
  - B. Whether bidder can perform service promptly or within specified time.
  - C. The character, integrity, reputation, judgement, experience and efficiency of bidder.
  - D. The performance of previous contracts with St. Johns County.
  - E. The suitability of equipment of material for county use.
  - F. The ability of bidder to provide future maintenance and parts service.
2. Payment terms are net thirty (30) days unless otherwise specified. Favorable terms, discounts may be offered and will be considered in determining low bids if they are deemed by the Purchasing Department advantageous to the County.
3. All bids should be tabulated, totaled and checked for accuracy. Unit price will prevail in case of errors.
4. All requested information should be included in the bid envelope or your bid may not receive full consideration.
5. If anything of the bid request is not clear, you should contact the Purchasing Department immediately.
6. A bidder's list is available at the Purchasing Office.
7. Quote all prices F.O.B. (Free On Board), our warehouse or as specified in bid documents.
8. Each proposal shall be clearly marked on the outside of the envelope with the following:
  - A. Sealed Bid Number
  - B. Name of Item Being Bid in Full
  - C. Vendor name and address
9. No Responsibility will attach to any County representative or employee for the premature opening of bid not properly addressed or identified.
10. If only one (1) bid is received, the bid may be rejected and re-advertised.
11. Bids received late will not be accepted and the County will not be responsible for late mail delivery. However, should a bid be misplaced by the County and found later, will be considered.
12. Telephone and facsimile bid will not be acceptable in formal Sealed Bids openings.
13. Any bidder may request and shall receive a receipt showing the day and hour any bid is delivered to the appropriate office of the County from the personnel thereof.
14. All bidders must be recognized dealers in the materials of equipment specified and be qualified to advise in their application or use. A bidder may at any time be requested to satisfy the Purchasing Office and the County Administrator that he has the requisite organization, capital, plant, stock, ability and experience to satisfactorily execute the contract in accordance with the provisions of the contract in which he is interested.
15. Any alterations, erasures, additions or omissions of required information or any changes of specifications or bidding schedule is done at risk of the bidder. Any bid will be rejected that has a substantial variation. For example, a variation that affects the price, quality or delivery date (when delivery is required by a specific time).
16. When requested, samples will be furnished to the County free of expense, properly marked for identifications and accompanied by a list where there is more than one (1) sample. The County reserves the right to mutilate or destroy any sample submitted whenever it may be to the interest of the County to do so for the purpose of testing.
17. The County will reject any material, supplies or equipment that do not meet the specifications, even though the bidder lists the trade names or names of such material on the bid or price quotation form.
18. The unauthorized use of patented articles is done entirely at the risk of the successful bidder.

19. The ESTIMATED QUANTITY given in the specifications of advertisements is for the purpose of bidding ONLY. The County may purchase more or less than the estimated quantity and the vendor must not assume that such estimated quantity is part of the contract.
20. Only the latest model equipment, as evidenced by the manufacturer's current published literature will be considered. Obsolete models of equipment not in production will not be acceptable. The equipment shall be composed of new parts and materials. Any unit containing used parts or having seen any service other than the necessary tests will be rejected. In addition to the equipment specifically called for in the specification, all equipment catalogued by the manufacturer as standard or required by the State of Florida shall be furnished with the equipment. Where required by the State of Florida Motor Vehicle Code, vehicles shall be inspected and bear the latest inspection sticker of the Florida Department of Revenue.
21. The successful bidder on motor vehicle equipment shall be required to furnish with the delivery of the vehicle a certificate of origin and any other appropriate documentation as required by the Florida Motor Vehicle Department.
22. Prospective bidders are required to examine the location of the proposed work or delivery and determine, in their own way, the difficulties, which are likely to be encountered in the prosecution of the same.
23. All materials, equipment and supplies shall be subjected to rigid inspection under the immediate supervision of the Purchasing Department, its designee and/or the department to which they are delivered. If defective material, equipment or supplies are discovered, the vendor shall remove or make good such material, equipment or supplies without extra compensation. It is expressly understood and agreed that the inspection of materials by the County will in no way lessen the responsibility of the vendor or release him from his obligation to perform and deliver to the County sound and satisfactory materials, equipment or supplies. The vendor agrees to pay the costs of all test upon defective material, equipment or supplies or allow the cost to be deducted from any monies due him from the County.
24. Unless otherwise specified, the County reserves the right to award each item separately or on a lump sum basis, whichever is in the best interest of the County.
25. A contract may not be awarded to any corporation, firm or individual who is, from any cause, in arrears to the County or who has failed in former contracts with the County.
26. Reasonable grounds for supposing that any bidder is interested in more than one proposal for the same item will be considered sufficient cause for rejection of all proposals in which he is interested.
27. Submitting a proposal when the bidder intends to sublet the contract may be a cause for rejection of bids or cancellation of the contract by the County Administrator.
28. The County reserves the right to reject any or all bids or quotations, to waive any minor discrepancies in the bids for all bidders equally when deemed to be in the best interest of the County and to purchase any part, all or none of the materials, supplies or equipment specified.
29. Failure of the bidder to sign the bid or have the signature of any authorized representative or agent on the bid proposal in the space provided may be cause for rejection of the bid. Signature must be written in ink or indelible pencil. Typewritten or printed signatures will not be acceptable.
30. Any bidder may withdraw his bid at any time BEFORE the time set of opening of the bids. A bid may be withdrawn AFTER the bids are opened only with permission of the Purchasing Agent.
31. It is mutually understood and agreed that, if at any time, the Purchasing Department or designee shall be of the opinion that the contract, or any part thereof, is unnecessarily delayed or that the rate of progress or delivery is unsatisfactory or that the contractor is willfully violating any of the condition or covenants of the agreement or is executing the same in bad faith, the Purchasing Agent or his designee shall have the power to notify the aforesaid contractor of the nature of the complaint. Notification shall constitute delivery of notice or letter to address given in proposal. If after three (3) working days of notification, the conditions are not corrected to the satisfaction of the Purchasing Agent, he shall thereupon have the power to take whatever action he may deem necessary to complete the work or delivery herein described, or any part thereof, and the expense thereof, so charged, shall be deducted from any paid by the County out of such monies as may become due to the said contractor, under and by virtue of this agreement. In case such expense shall exceed the last said sum, then and in that event, the bondsman or the

contractor, his executors, administrators, successors or assigns, shall pay the amounts of such excess to the County on notice by the Purchasing Department or his designee of the excess due.

32. Any complaint from bidders relative to the invitation to bid or any attached specifications shall be made prior to the time of opening bids, otherwise, the bidder waives any such complaint.
33. A vendor writing specifications for the County may not be allowed to bid on that project.
34. Contracts may be canceled by the County with or without cause on thirty (30) days advance written notice.
35. Any bidder affected adversely by an intended decision with respect to the award of any bid, shall file with the Purchasing Department for St. Johns County, a written notice of intent to file a protest not later than seventy-two (72) hours (excluding Saturday, Sunday and legal holidays) after the posting of the bid tabulation. Protest procedures may be obtained in the Purchasing Department.

**BID NO. 13-26**

**ST. JOHNS COUNTY, FLORIDA  
OFFICIAL TOTAL BID FORM**

TO: THE BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

DATE: December 14, 2012

**-BID PROPOSAL-**

If awarded a Purchase Order on the basis of this proposal, the undersigned pledges to provide the equipment as specified in the Bid Proposal and County Specifications barring delays due to strikes, fires, transportation difficulties or other causes beyond the control of the undersigned.

The undersigned declares that the statements and representations made in this proposal are true in every respect and that the said proposal is in all respects fair and made without collusion or fraud, and that no member of the County Board, or any other agent or employee of the County, directly or indirectly, is interested in this proposal or in any profits expected to accrue therefrom.

The following proposal is presented:

FOR: **LEASE OF GOLF COURSE MAINTENANCE EQUIPMENT, PER ATTACHED SPECIFICATIONS:**

**TOTAL PACKAGE BID \$ 237,134.23**

1. Lease price for Gas Riding Greens Mowers per unit \$ 22,328.15
2. Lease price for Gas Riding Tee Mowers per unit \$ 22,501.70
3. Lease price for 2WD Diesel Fairway Mower per unit \$ 43,369.60
4. Lease price for Bunker and Field Rake per unit \$ 13,974.14
5. Lease price for Turbine Debris Blower per unit \$ 6435.00
6. Lease price for PTO Driven Pull Behind Rotary Contour Mower per Unit \$ 17,479.50
7. Lease price for Pull-Behind Electric over Hydraulic Topdresser per Unit \$ 13,430.34
8. Lease price for Trim and Surrounds Mower per unit \$ 26,324.60
9. Lease price for Green Roller per unit \$ 11,999.59
10. Lease price for Maintenance Utility Vehicles per unit \$ 7230.88

**Bid No. 13-26  
Equipment**

**Official Total Bid Form for the Lease of Golf Course Maintenance**

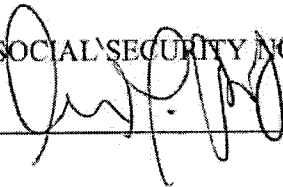
I certify that the equipment presented in the above proposal meets or exceeds the County specifications and that I, the undersigned bidder, declare that I have carefully examined the specifications, terms and conditions of this bid and I am thoroughly familiar with it's provisions and quality and type of coverage called for and bid herein. The undersigned further declares that he has not divulged, discussed or compared his bid with any other bidders and has not colluded with any other bidder or parties to a bid whatsoever for any fraudulent purpose.

COMPANY: GOLF VENTURES

ADDRESS: 5101 GATEWAY BLVD SUITE 18  
LAKELAND FL. 33811

MINORITY OR WOMAN OWNED BUSINESS: N/A

FEDERAL ID NO. OR SOCIAL SECURITY NO.: 59-3489575

SIGNATURE: 

(Typed or Printed Signature)

TITLE: TERRITORY MANAGER

DATE: 12/14/12

TELEPHONE NO.: 321-704-3757

FAX NO.: 863-665-3324

EMAIL ADDRESS: ereiter@golfv.com



**Bid No. 13-26  
Equipment**

**Official Total Bid Form for the Lease of Golf Course Maintenance**

Remarks to Bidder:

Bids must be submitted in **TRIPLICATE!** Bids must be placed in an envelope, sealed and plainly marked **SEALED BID NO. 13-26, LEASE OF GOLF COURSE MAINTENANCE EQUIPMENT**

The company name must be indicated on the envelope, also.

**All bids must be signed manually by a responsible officer of your company in ink or indelible pencil.**

If there are any exceptions to the bid proposal or specifications, please state here or on attached sheet.

Attachment "A" affidavit must be completed and attached to bid proposal.

The Board of County Commissioners reserves the right to reject any or all bids, waive minor formalities or award the bid to the bidder whose proposal best services the interest of the County.

ATTACHMENT "A"

ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS

AFFIDAVIT

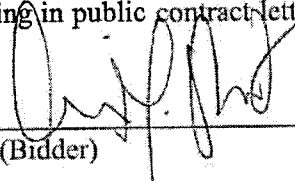
TO: ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS  
ST. AUGUSTINE, FLORIDA

At the time the proposal is submitted, the Bidder shall attach to his bid a sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF FLORIDA COUNTY OF POLK. Before me, the undersigned authority, personally appeared ERIC M. REITER who, being duly sworn, deposes and says he is TERRITORY MANAGER (Title) of GOLF VENTURES (Firm) the bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 13-26, Lease of Golf Course Maintenance Equipment St. Johns County.

The affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his firm or corporation under the same or different name and that such bidder has no financial interest in the firm of another bidder for the same work. That he, his firm, association or corporation has neither directly, nor indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this firm's bid on the above described project. Furthermore, neither the firm nor any of it's officers are debarred from participating in public contract lettings in any other state.

  
\_\_\_\_\_  
(Bidder)

By ERIC M. REITER  
TERRITORY MANAGER  
(Title)

Sworn and subscribe to before me this 14 day of DECEMBER 2012.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



**BIDDER ON ALL COUNTY PROJECTS MUST EXECUTE & ATTACH THIS AFFIDAVIT TO EACH BID.**



Golf Ventures, Inc.  
 5101 Gateway Blvd. Suite 18  
 Lakeland, FL 33811  
 P:(863) 665-5800

**QUOTE**

**QUOTE # WGQ0001172**

Page 1/4

**BILL TO:**  
 Saint Johns Golf Club  
 Saint Johns Golf Club  
 4900 Cypress Links  
 Elkton, FL 32033  
 P:(904) 209-0358

**SHIP TO:**  
 Saint Johns Golf Club  
 Saint Johns Golf Club  
 4900 Cypress Links  
 Elkton, FL 32033  
 P:(904) 209-0358

**Attention: Gina Williams**

Quantity	Item #	Description	Unit Price	Extended Price	Height of Cut
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2	62706-JAQ	GP400 Gas Riding Greens Mower	22328.15	44656.30	_____
	6	67135-JAQ	22" 11 Bladed Reel		
	6	68673-JAQ	Grooved Segmented Front Roller		
	6	4223940-JAQ	Grass Catcher, GP400		



2	62706-JAQ	GP400 Gas Riding Greens Mower	22501.70	45003.40	_____
	6	67137-JAQ	22" 7 Bladed Reel		
	6	68673-JAQ	Grooved Segmented Front Roller		
	6	4223940-JAQ	Grass Catcher, GP400		



1	67981-JAQ	LF570 2WD Fairway Mower	43369.60	43369.60	_____
	5	67987-JAQ	9 Blade Fwy Reel Less Frnt Ril		
	5	68614-JAQ	Roller Mach. Grvd Alum		
	5	62821-JAQ	Powered Rear Roller Brush		
	1	CTFC-CTQ	2x3 fan & canopy (specify colo		
	1	CTB1-CTQ	LF570 adapter bar		



1	9440-SMQ	SUPER STAR G (Gear Drive)	13974.14	13974.14	_____
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Golf Ventures, Inc.  
 5101 Gateway Blvd. Suite 18  
 Lakeland, FL 33811  
 P:(863) 665-5800

**QUOTE**






**QUOTE # WGQ0001172**

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**Attention: Gina Williams**

Quantity	Item #	Description	Unit Price	Extended Price	Height of Cut
	1	SP18R-INT			
		12V Battery Grp U1R			
	1	42-011-SMQ			
		40" (102 cm) Front Mounted Man			
	1	42-008-SMQ			
		Sand Cultivator			
	1	13-438Q-SMQ			
		Standard Bunker Rake Assembly			
	1	13-319-SMQ			
		Fan Rake Add On For 14-438Q			
	1	42-315-SMQ			
		Light Kit			
	1	BTCKB4-BUQ			
		Cyclone KB4, Turbine Blwr, 27 HP Kohler	6435.00	6435.00	
	1	601205B-PRQ			
		Proflex 120 II - CV Shaft	17479.50	17479.50	
	1	85809-TRQ			
		Widespin 1540 W/ Elect Control	13430.34	13430.34	
	1	SP35R-INT			
		12V Battery Group U1R			
	1	69173-JAQ			
		Ar3 W/ Rops	26324.60	26324.60	
	1	LMAC163-JAQ			
		Working Lights			
	1	CTFC-CTQ			
		2x3 fan & canopy (specify color)			
	2	618841-CUQ			
		Cushman Hauler 800 Gasoline	7230.88	14461.76	
	2	ITEM			
		Turf Saver Tires			



Golf Ventures, Inc.  
 5101 Gateway Blvd. Suite 18  
 Lakeland, FL 33811  
 P:(863) 665-5800

**QUOTE**

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Page 3/4

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**Attention: Gina Williams**

Quantity	Item #	Description	Unit Price	Extended Price	Height of Cut
----------	--------	-------------	------------	----------------	---------------

2	ITEM	Orange in Color			
2	607284-CUQ	Hour Meter			
2	74270G13-EZQ	Hauler Hitch Rear Receiver			
2	74492G03-EZQ	Hauler Hitch			



1	7580-SMQ	Tournament Ultra Greens Roller 16hp	11999.59	11999.59	
	1	SP35R-INT	12V Battery Group U1R		
	1	750-341-SMQ	Light Kit		

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



Golf Ventures, Inc.  
 5101 Gateway Blvd. Suite 18  
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**QUOTE**  
**QUOTE # WGQ0001172**

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**Attention: Gina Williams**

Quantity	Item #	Description	Unit Price	Extended Price	Height of Cut
----------	--------	-------------	------------	----------------	---------------

Quote Total	237,134.23
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**Lease Summary**

\*\*Payments starting March 1st, 2013\*\*  
 48 Month Finance Lease with \$1.00 Buyout  
 48 Monthly Payments Of Approx. \$5300.19 Plus Taxes

- 11 Blade GP400-\$998.11
- 7 Blade GP400-\$1,005.07
- LF570-\$969.36
- Super Star-\$312.34
- Buffalo Blower-\$143.83
- Proflex 120-\$390.69
- Widespin 1540-\$300.18
- AR3-\$588.38
- Cushman 800 Hauler-\$323.24
- Trmmnt Roller-\$268.20

RENTALS ARE BASED ON LIKE TERM TREASURIES AND ARE SUBJECT TO CHANGE.  
 RENTALS WILL BE FIXED AT COMMENCEMENT FOR THE LEASE TERM. LEASE SUBJECT TO CREDIT APPROVAL.

**Value Added Summary**

Golf Ventures will provide complimentary Jacobsen University Technician Training with the purchase of complete package.

Purchase Order # \_\_\_\_\_  
 Notes: \_\_\_\_\_  
 \_\_\_\_\_

Please sign above to place order as proposed.  
 Fax signed quote with Heights of Cut completed to:  
 Golf Ventures @ 863.665.3324. Date \_\_\_\_\_

Pricing is valid for 30 days from date of proposal and subject to applicable sales tax. Equipment delivery times may vary based on availability.  
 Standard 2 year factory warranty on all Jacobsen equipment. Ask your representative about warranty periods of other product lines.

**Eric Reiter Territory Manager (321) 704 3757 Mobile**

12/14/12

**Bid No. 13-26**

**SPECIFICATIONS**

**THE BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA**

**SCOPE OF WORK:**

To provide a Lease Agreement for St. Johns County on a four (4) year (48 months) basis, with firm fixed pricing and no escalation cost for entire contract term. Upon the last payment the equipment will become property of St. Johns County at no other buy out cost. The Lease will be awarded to one vendor. The lease will begin March 2013. All equipment must be delivered the beginning of March 2013.

Please provide an itemized schedule of lease payments with bid.

Please provide a copy of the lease agreement to be reviewed by St. Johns County's Attorney Office.

All items may not be leased depending availability of funds and execution of this lease is contingent upon budget approval by St. Johns County Board of County Commissioners.

**MINIMUM SPECIFICATIONS**

**TO BE MANUFACTURER'S BASIC PRODUCTION MODEL EQUIPPED WITH ALL STANDARD EQUIPMENT LISTED IN THE MANUFACTURER'S LITERATURE IF NOT LISTED IN SPECIFICATIONS BELOW:**

**Gas Riding Greens Mower: 2 Units**

- (3) Quick Adjust 11 blade 22" Reels per unit
- (3) Grooved Segmented Front Rollers per unit
- (3) Tube/Hollow smooth Rear Rollers per unit
- (3) Smooth Turf Tires per unit
- (3) Counter Weight Kits per unit
- (1) Light Kit per unit
- (3) Grass Catchers per unit

**Gas Riding Tee Mower: 2 Units**

- (3) Quick Adjust 7 or 8 blade 22" Reels per unit
- (3) Grooved Segmented Front Rollers per unit
- (3) Tube/Hollow smooth Rear Rollers per unit
- (3) Smooth Turf Tires per unit
- (3) Counter Weight Kits per unit
- (1) Light Kit per unit
- (3) Grass Catchers per unit

**Bid No: 13-26**

**2WD Diesel Fairway Mower**

- (5) Quick Adjust 8 or 9 blade Reels
- (5) Heavy Duty Grooved Disc Rollers
- (5) Smooth Rear Rollers
- (5) Powered Rear Roller Brushes
- (1) Light Kit
- (1) Canopy Top

**Bunker and Field Rake**

- (1) 40-42" Front Mount Manual Blade
- (1) Mid-Mount Cultivator Blade
- (3) Knobby Hi-Flotation Tires and Wheels
- (1) Standard Rake Mount Kit
- (1) Tooth Rake
- (1) Spring Rake
- (1) Light Kit

**Turbine Debris Blower**

- Minimum 27hp engine
- Wireless Remote Control
- Electric Start
- Smart Choke Carburetor
- 360 degree Nozzle Rotation

**PTO Driven Pull Behind Rotary Contour Mower**

- Minimum (5) independently floating cutting units
- Minimum 3/16" deck material
- Open rear discharge to disperse clippings
- Minimum (2) folding wing decks
- All decks must lift hydraulically

**Pull-Behind Electric over Hydraulic Topdresser**

- Digitally controlled Twin Spinners
- Adjustable spread width from 15' to 40'
- Minimum 18" wide Conveyor Belt
- Minimum 21 Cubic feet Hopper Capacity
- Minimum 11hp Engine
- (2) Turf Tires

**Trim and Surrounds Mower**

- Minimum 33hp Diesel Engine
- (3) Free-Floating Contour Decks
- Cutting units with the ability to shift left and right
- Minimum 65" width of cut
- Canopy Top
- (1) Light Kit



**Bid No: 13-26**

**Greens Roller**

- Minimum 16hp Gasoline Engine
- Electronic Ignition
- Direct Drive heavy-duty Rollers
- (1) Light Kit
- Trailer

**Maintenance Utility Vehicles: 2 Units**

- 13.5 hp Gas Engine
- 5.9 Cubic feet Cargo Box Capacity
- 500# Bed Load Capacity
- 720# Towing Capacity
- 2" Receiver Hitch
- Hour Meter
- Turf Tires
- Light Kit

**Indemnity** The Lessor shall indemnify, defend, and hold the County harmless from, and against, all claims and reasonable costs associated with or stemming from Lessor's performance under this Agreement.

**Insurance**

The Lessor shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Lessor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Lessor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. A brief description of operations referencing the Bid Number, Contract Title, Location, and/or Agreement/Resolution Number shall also be listed as a description on the certificate. Compliance with the foregoing requirements shall not relieve the Lessor of its liability and obligations under this Contract.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida  
500 San Sebastian View  
St. Augustine, FL 32084

**Bid No: 13-26**

The Lessor shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Lessor. from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the Lessor or by anyone directly employed by or contracting with the Lessor.

The Lessor shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The Lessor shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Lessor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Lessor or by anyone directly or indirectly employed by a Lessor.

The Lessor shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees (if three or more) per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

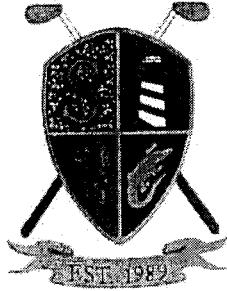
TERMS: Net 30 Days

DELIVERY: F.O.B. St. Johns County Golf Course  
4900 Cypress Links Blvd  
Elkton, FL 32033

St. Johns County reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of St. Johns County. St. Johns County also reserves the right to award the base bid and any alternate bids in any combination that best suits the needs of the County.



ST. JOHNS  
GOLF CLUB



RECEIVED ST. JOHNS  
COUNTY PURCHASING  
2013 JAN 16 P 2:26

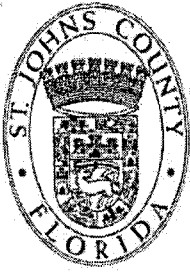
To: Leigh Daniels, CPPB, Buyer III  
 From: Wes Tucker, Director of Golf *WT*  
 Subject: Bids for Equipment/Bid No. 13-26  
 Date: January 15, 2013

After reviewing the three bids submitted for 13-26 I have found that Golf Ventures pricing and equipment meets the minimum standards set forward in the original bid document, the pricing is the lowest on the combined items and the warranty offered is a year longer the other companies offered.

After discussions with budget I would like to go forward with the purchasing lease-purchase process to include the following items on a four year lease-purchase with a \$1.00 buy out at the end of terms.

	Unit Price	Total Monthly	Total Lease
(2) 11 Blade GP400 Gas Riding Greens Mower	499.055	998.11	47,909.28
(2) 7 Blade GP400 Gas Riding Greens Mower	502.535	1,005.07	48,243.36
(1) LF570 2WD	969.36	969.36	46,529.28
(1) Widespin 1540	300.18	300.18	14,408.64
(1) AR3	588.38	588.38	28,242.24
(1) Cushman 800 Hauler	161.62	161.62	7,757.76
		4,022.72	193,090.56
			buy out 1.00
			Total 193,091.56

4900 Cypress Links Blvd., Elkton, Florida 32033/(904)209-0352



**ST. JOHNS COUNTY  
PURCHASING DEPARTMENT**

500 San Sebastian View  
St. Augustine, Florida 32084

**I N T E R O F F I C E   M E M O R A N D U M**

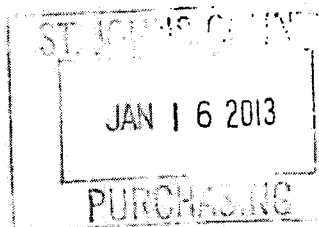
**TO:** Wes Tucker, Director of Golf  
**FROM:** Leigh Daniels, CPPB, Buyer III *[Signature]*  
**SUBJECT:** Transmittal of Bids Received for Bid No. 13-26, Lease of Golf Course Maintenance Equipment  
**DATE:** December 19, 2012

Attached are copies of the bid proposals received for the above mentioned along with a copy of the Bid Tabulation Sheet.

Please review, evaluate and make a written recommendation for this project. Also, indicate the budgeted amount for this item along with the appropriate charge code and return at your earliest convenience. We will prepare the agenda item and contract.

Please let me know if I can assist your department in any other way.

Dept. Approval *[Signature]*  
Date 1-15-13  
Budget Amount  $4022.72 \times 48 = 193,090.56 + 1.00 = 193,091.56$   
Account Funding Title EQUIPMENT  
Funding Charge Code 4432 56400  
Award to GOLF VENTURES  
Award Amount  $4022.72 \times 48 = 193,090.56 + 1.00 = 193,091.56$



# JACOBSEN®

NEW **GP400™**

RIDING GREENS MOWERS

The new Jacobsen GP400 combines the features of its predecessor, the G-Plex III with superior ergonomics and engineering to better meet the needs of operators and mechanics.

- **Ergonomically re-styled dash panel** has clear and easy to use operator controls including a one-touch joystick lift/lower control.
- **Refined hydraulic system** with fewer components makes it easier to maintain.
- **Re-styled fuel tank** features a storage area and an easy fill cap. Hinged tank lifts wide, providing easy access to the engine compartment
- **Exclusive swing-out reel and quick release mounting system** for easy maintenance and adjustment.
- **Jacobsen Classic XP Reels** 7, 9 or 11-blade known for the best quality of cut in the industry
- **New steering arm angle** and side step for improved line of sight and operator access
- **Improved Serviceability** with easy access to electrical components and battery
- **On-board Backlapping** is standard for both gas and diesel units.
- **Complete Greens Management system** including Turf Groomers and Verticutters.
- **Optional 3WD kit**



Factory-filled with GreensCare™  
Biodegradable Hydraulic Fluid

## QUICK SPECS

**Engine:** Gas or Diesel

**Mowing Speed:** 3.7 mph (6km/h)

**Height of Cut:** 0.062 - 0.438 in.  
(1.6 mm - 11.1 mm)

**Width of Cut:** 62 in. (1.6 m)

**Dimensions:**

Weight: 1463 lbs. (664 kg)-1622 lbs. (736 kg)

Length (less catchers): 83 in. (2.12 m)

Height (with OPS): 67.7 in. (1.72 m)

Width: 74.5 in. (1.89 m)

[www.jacobsen.com](http://www.jacobsen.com)

**JACOBSEN®**  
A Textron Company

**When Performance Matters.™**

# JACOBSEN®

# LF-550™/570™

Building on the legendary Jacobsen Light Fairway Series, the LF-550™/570™ offers greater functionality through programmable controls, increased performance and simplified maintenance. This mower is one of the most productive and cost-effective mowers on the market.

- **Exclusive electronic hydro control** allows for smooth operation through controlled acceleration and deceleration, helping to prevent wheel spin and increase operator comfort.
- **Programmable mow and transport speeds** can be easily set by the superintendent giving you the ability to **get the FOC you need** for varying conditions regardless of operator.
- **Passcode-protected settings** leaves the operator input out of the equation.
- **Ergonomically designed armrest** includes a one-touch joystick control, LCD display, storage bin and 12V power outlet.
- **Full-text diagnostics** are displayed on the armrest LCD screen, making it easy to monitor and maintain. No additional tools are required for diagnostics.
- **Exclusive automatic wet parking brakes** apply when the accelerator pedal is in neutral, the engine is turned off or idle. Brakes are maintenance-free; no linkages, cables or pads to maintain or adjust.
- **5-inch or 7-inch diameter reels** are available depending on model. The LF-550™ has 5-inch reels and the LF-570™ has 7-inch reels.
- **Jacobsen Classic XP™ Reels** are known for the best quality-of-cut in the industry. Cutting units are interchangeable with previous LF-3400™/3800™ models.
- **FlashAttach® Reel Mounting System** allows for simple, quick reel removal for maintenance.
- **Fastest transport speed in the industry** increases productivity.
- **Optional 4WD traction circuit** provides superior hill climbing ability.
- **New hard tubing** makes the LF-550™/570™ easier to maintain.
- **Standard cruise control** improves operator comfort.
- **Multiple accessories** are available including Turf Groomers, Verticutters, power brushes and canopy.



Factory-filled with GreensCare™  
Biodegradable Hydraulic Fluid

## QUICK SPECS

**Engine:** Kubota® Diesel

**Cutting Units:**

LF-550™ Five 5 in. (12.7 cm) x 22 in. (55.9 cm)

LF-570™ Five 7 in. (17.8 cm) x 22 in. (55.9 cm)

**Height of Cut:**

LF-550™ 0.375-0.75 in. (9.5-19 mm)

LF-570™ 0.375-1.125 in. (9.5-28.5 mm)

High Cut Kit Available

**Width of Cut:** 100 in. (2.54 m)

**Dimensions:**

Weight: 2242-3285 lbs. (1017-1490 kg)  
depending on model

Length: 108 in. (2.74 m)

Height: 58.75 in. (1.49 m)

Width: 115 in. (2.92 m)

[www.jacobsen.com](http://www.jacobsen.com)

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**JACOBSEN**  
A Textron Company

**When Performance Matters.™**

# Widespin™ 1540 EC

Broadcast Topdresser



"We've made it our mission to provide the best spread at the widest range of applications—  
with the least amount of adjustments."

Scott Kinkead, Executive Vice-President, Turfco



## Get the Industry's Best Spread Every Time

We've brought together patented Widespin™ technology with a unique electronic controller to give you the greatest level of flexibility and precision available. Designed with the least amount of adjustments to get a perfect spread—every time you topdress—the 1540 EC is also the easiest to use. Our specially designed twin spinners provide an unmatched 26-degree spinner angle adjustment, allowing you to spread up to 40 feet with even better turf penetration. Combined with an easy to use electronic controller, you can customize

and set up to three rates, assuring you a perfect spread each and every time your team heads out.

### Delivers the Ultimate in Versatility and Simplicity

#### BEST SPREAD

- Patented Widespin design gives you the perfect spread with the least adjustments.
- Switches easily from light to heavy spreads and everything in between.
- 30 percent more spinner angle provides maximum versatility.

#### HIGHEST CONTROL

- New electronic controller features three customizable preset buttons.
- Superintendent lockout assures you get the same spread every time you topdress.
- Instantaneously change belt and spinner speed for maximum productivity.

#### GREATEST DURABILITY

- Features Turfco's industry-leading 3-year warranty.
- Unique design protects the spinner motors from debris for a longer life.
- New and improved shield makes clean-up easier than ever.



Frequent, light topdressing of 18 greens in 90 minutes



Heavy spread applications up to 15'



Angle up for ultra-light applications (0 to 14 degrees)



Angle down for better turf penetration (0 to -12 degrees)



# JACOBSEN® AR-3™

TRIM MOWERS

The AR-3™ is perfect for maintaining tricky bunker and tee surround areas, with high operator comfort and reduced noise levels. TrimTek™, fully floating and articulating, rotary decks offer adjustable weight transfer and the ability to mulch or rear discharge clippings from the same deck.

- **Revolutionary TrimTek™ deck** with exclusive downdraft blade keeps clippings suspended longer for exceptional mulching results.
- **Exclusive three-tiered discharge opening** distributes clippings more evenly for a superior after-cut appearance.
- **Automatic wet parking brakes** are maintenance-free and reliable delivering safe braking on even the steepest slopes.
- **Large overhang of left front deck** allows for easy mowing around obstructions and hazards.
- **Counter-rotating blades** ensure that grass clippings are not dispersed into bunkers or waterways.
- **Weight-transfer through on-demand traction control** allows operator to select optimal gripping power on varied terrain.
- **Parallel series 3WD**



Factory-filled with GreensCare™  
Biodegradable Hydraulic Fluid

## QUICK SPECS

**Engine:** Kubota® Diesel

**Cutting Deck:**

Three 27 in. (68.58 cm)  
rotary mulching / rear discharge decks

**Height of Cut:** 0.75 - 3.5 in. (6-89 mm)

**Width of Cut:** 67.5 in. (1.71 m)

**Dimensions:**

Weight: 2293 lbs. (1040 kg)  
Length: 123 in. (3.12 m)  
Height (without ROPS): 52.7 in. (1.34 m)  
Width: 74.5 in. (1.89 m)

[www.jacobsen.com](http://www.jacobsen.com)

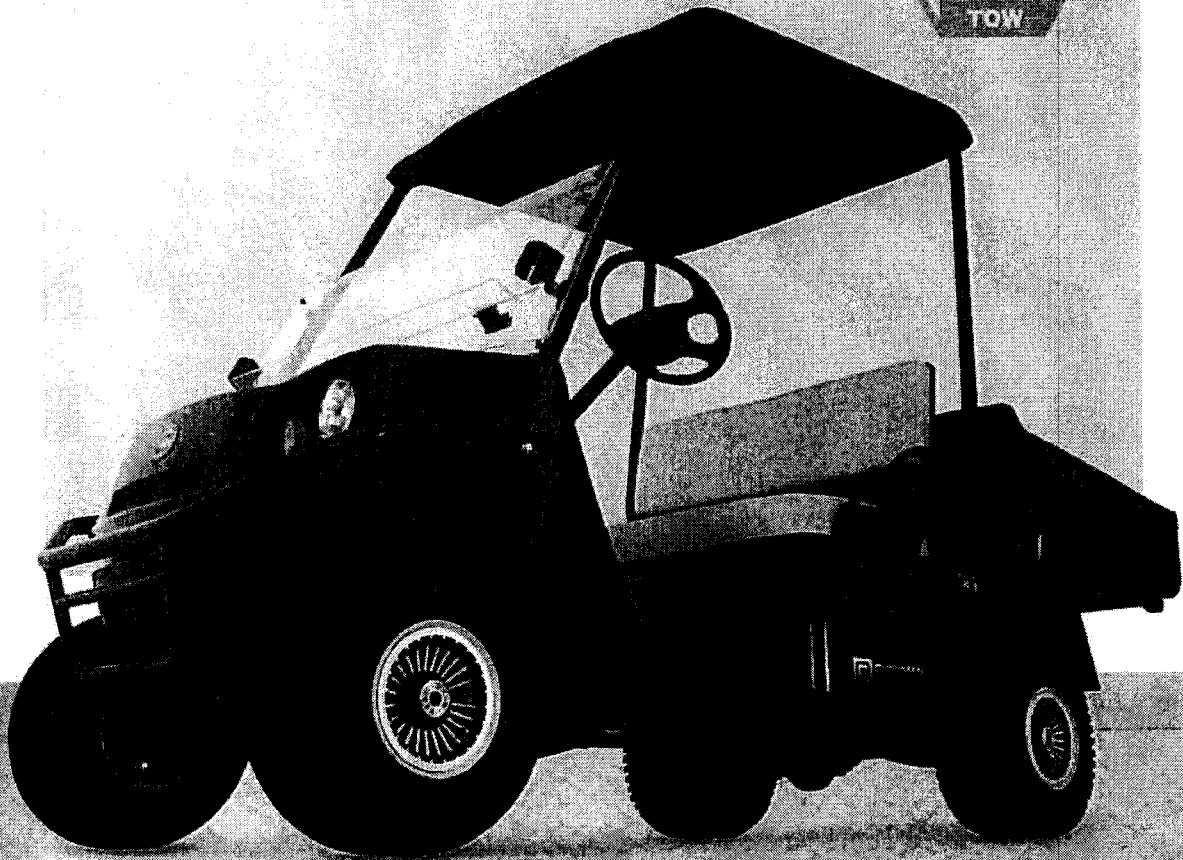
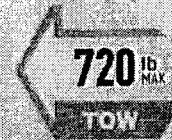
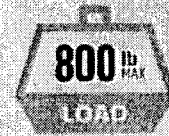
**JACOBSEN**  
A Textron Company

**When Performance Matters.™**

# HAULER 800

GAS OR ELECTRIC  
POWERED  
UTILITY VEHICLE

- 1,000-lb Load Capacity
- 5.9 cu-ft Cargo Box Capacity
- Limited Slip Differential Option



**CUSHMAN.**

Features and specifications of vehicles subject to change without notice.  
Vehicle as photographed may include options not included on base model.

# CURRENTLY OWNED EQUIPMENT

## **St. Johns Golf Club Golf Course Maintenance Equipment**

1. **Jacobsen Triplex Greens Mower (#10325)**
  - 2003 Model.
  - 4000 Hours.
  - Inoperable, this machine is not useable in current condition.
  - Parts have been taken off of this machine to repair other mowers.
  
2. **Jacobsen Triplex Greens Mower (#12227)**
  - 2006 Model.
  - 3300 Hours.
  - Very poor condition.
  - This machine is used daily for a period of 3-4 hours.
  - This machine will require increased maintenance costs to prevent turf damage incurred by hydraulic leaks, oil leaks, worn bushings and bearings, etc.
  
3. **Jacobsen Triplex Tee Mower (#12709)**
  - 2008 Model.
  - 3000 Hours
  - Fair condition.
  - This machine is used daily for a period of 4-6 hours.
  - This machine will require increased maintenance costs to prevent turf damage incurred by hydraulic leaks, oil leaks, worn bushings and bearings, etc.
  
4. **Jacobsen Triplex Tee Mower (#11674)**
  - 2005 Model.
  - 3500 Hours.
  - Very poor condition.
  - This machine is used daily for a period of 4-6 hours.
  - This machine will require increased maintenance costs to prevent turf damage incurred by hydraulic leaks, oil leaks, worn bushings and bearings, etc.
  
5. **Dakota 410 Turf Tender (#10787)**
  - 2003 Model.
  - Very poor condition.
  - This machine is used sparingly due to condition, but should be used biweekly. The topdresser often leaves pieces of metal on the greens surface during use.
  - Severely Rusted.
  - Fertilizer use over the years deteriorated the base and sides of the unit.
  - Unit does not have an hour meter.

## CURRENTLY OWNED EQUIPMENT

6. **Toro 5-Gang Pull Behind Rough Unit (#7807)**
  - 2001 Model.
  - Very poor condition.
  - Severely rusted frame and reels, currently inoperable.
  - All hoses, reels, fitting and bearings in need of replacement.
  - Unit does not have an hour meter.
  
7. **Toro 5-Gang Pull Behind Fairway Unit (#11073)**
  - 2004 Model.
  - Poor condition.
  - All hoses, reels, fitting and bearings in need of replacement.
  - Unit does not have an hour meter
  
8. **EZ Go MPT 1200 (#11289)**
  - 2005 model.
  - 4500+ Hours.
  - Extremely poor condition..
  - New motor necessary for daily use.
  - Oil level has to be monitored continually during use.
  - Unit does not have an hour meter

\* Numbers in parenthesis indicate the County Identification number.

# Master Lease



Wells Fargo Equipment Finance, Inc. | 733 Marquette Avenue, Suite 700 | MAC N9306-070 | Minneapolis, MN 55402

Master Lease Number Sample dated as of Sample

Name and Address of Lessee:  
**Samples, Inc.**  
**123 Main Street**  
**Anytown, MN 55402**

## Master Lease Provisions

**1. LEASE.** Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Lessor, the personal property described in a Supplement or Supplements to this Master Lease from time to time signed by Lessor and Lessee upon the terms and conditions set forth in this Master Lease and in the related Supplement (such property together with all replacements, substitutions, parts, improvements, repairs, and accessories, and all additions incorporated therein or affixed thereto being referred to herein as the "Equipment"). Each Supplement shall constitute a separate lease incorporating the terms of this Master Lease. References in this Master Lease to "this Lease", "hereunder" and "herein" shall be construed to mean a Supplement which incorporates this Master Lease. Lessee's execution of a Supplement shall obligate Lessee to lease the Equipment described therein from Lessor. No Supplement shall be binding on Lessor unless and until executed by Lessor. Anything to the contrary notwithstanding, Lessor shall have no obligation to accept, execute or enter into any Supplement or to acquire or lease to Lessee any equipment. Title to all Equipment shall at all times remain in Lessor.

**2. TERM.** The term of this Lease shall begin on the rent commencement date shown in the applicable Supplement and shall continue for the number of consecutive months from the rent commencement date shown in such Supplement (the "initial term") unless earlier terminated by Lessor as provided herein. The rent commencement date is the 15th day of the month in which all of the items of Equipment described in the related Supplement have been delivered and accepted by Lessee if such delivery and acceptance is completed on or before the 15th of such month, and the rent commencement date is the last day of such month if such delivery and acceptance is completed during the balance of such month. In the event Lessee executes the related Supplement prior to delivery and acceptance of all items of Equipment described therein, Lessee agrees that the rent commencement date may be left blank when Lessee executes the related Supplement and hereby authorizes Lessor to insert the rent commencement date based upon the date appearing on the delivery and acceptance certificate signed by Lessee.

At the expiration of the initial term, unless Lessee shall have renewed the Lease or purchased the Equipment from Lessor, as provided for in each Supplement, if Lessee does not return to Lessor all of the Equipment that is the subject of a Supplement in accordance with paragraph 14 below, Lessee shall pay to Lessor an amount equal to the monthly basic rental payment that was in effect during the last month of the initial term for each month (or part of any month) as "Holdover Rent", and shall comply with all other provisions of this Lease, from the first day after the expiration of the initial term until all such Equipment has been returned to Lessor in accordance with paragraph 14, provided however, that nothing contained herein and no payment of Holdover Rent shall relieve Lessee of its obligation to return the Equipment upon the expiration or earlier termination of the Lease. In addition, Lessee shall pay any applicable sales, use, and/or property taxes arising from this Lease.

**3. RENT.** Lessee shall pay as basic rent for the initial term of this Lease the amount shown in the related Supplement as Total Basic Rent. The Total Basic Rent shall be payable in installments each in the amount of the basic rental payment set forth in the related Supplement plus sales and use tax thereon. Lessee shall pay advance installments and any security deposit, each as shown in the related Supplement, on the date it is executed by Lessee. Subsequent installments shall be payable on the first day of each rental payment period shown in the related Supplement beginning after the first rental payment period; provided, however, that Lessor and Lessee may agree to any other payment schedule, including irregular payments or balloon payments, in which event they shall be set forth in the Supplement. If the actual cost of the Equipment is more or less than the Total Cost as shown in the Supplement, the amount of each installment of rent will be adjusted up or down to provide the same yield to Lessor as would have been obtained if the actual cost had been the same as the Total Cost. Adjustments of 10% or less may be made by written notice from Lessor to Lessee. Adjustments of more than 10% shall be made by execution of an amendment to the Supplement reflecting the change in Total Cost and basic rental payment.

In addition to basic rent, which is payable beginning on the rent commencement date, Lessee agrees to pay interim rent for the period beginning on the date the Equipment is delivered and accepted by Lessee to the rent commencement date at a daily rate equal to the percentage of Lessor's cost of the Equipment set forth in such Supplement. Interim rent shall be payable on the rent commencement date. Lessee agrees that if all of the items of Equipment covered by such Supplement have not been delivered and accepted thereunder before the date specified as the Cutoff Date in such Supplement, Lessor shall have no obligation to lease the Equipment to Lessee and Lessee shall purchase from Lessor the items of Equipment then subject to this Lease within five days after Lessor's request to do so for a price equal to Lessor's cost of such items plus all accrued but unpaid interim rent thereon. Lessee shall also pay any applicable sales and use tax on such sale.

### THIS AGREEMENT INCLUDES THE TERMS ON THE ATTACHED PAGE(S).

Lessor: Wells Fargo Equipment Finance, Inc. Lessee: Samples, Inc.

\_\_\_\_\_  
By  
\_\_\_\_\_  
Title

\_\_\_\_\_  
By  
\_\_\_\_\_  
Title

**4. SECURITY DEPOSIT.** Lessor may apply any security deposit toward any obligation of Lessee under any Supplement and shall return any unapplied balance to Lessee without interest upon full satisfaction of all of Lessee's obligations.

**5. NO WARRANTIES.** Lessee agrees that it has selected each item of Equipment based upon its own judgment and disclaims any reliance upon any statements or representations made by Lessor. LESSEE ACKNOWLEDGES THAT: LESSOR IS NOT THE MANUFACTURER OF THE EQUIPMENT NOR THE MANUFACTURER'S AGENT NOR A DEALER THEREIN; THE EQUIPMENT IS OF A SIZE, DESIGN, CAPACITY, DESCRIPTION AND MANUFACTURE SELECTED BY THE LESSEE; LESSEE IS SATISFIED THAT THE EQUIPMENT IS SUITABLE AND FIT FOR ITS PURPOSES; AND LESSOR HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY WITH RESPECT TO THE EQUIPMENT, EXPRESS OR IMPLIED, AND LESSOR SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR AS TO THE QUALITY, CONDITION OR CAPACITY OF THE EQUIPMENT OR THE MATERIALS IN THE EQUIPMENT OR WORKMANSHIP OF THE EQUIPMENT, LESSOR'S TITLE TO THE EQUIPMENT, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER. LESSOR SHALL NOT BE LIABLE TO LESSEE FOR ANY LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR NATURE CAUSED, DIRECTLY OR INDIRECTLY, BY ANY EQUIPMENT OR THE USE OR MAINTENANCE THEREOF OR THE FAILURE OR OPERATION THEREOF, OR THE REPAIR, SERVICE OR ADJUSTMENT THEREOF, OR BY ANY DELAY OR FAILURE TO PROVIDE ANY SUCH MAINTENANCE, REPAIRS, SERVICE OR ADJUSTMENT, OR BY ANY INTERRUPTION OF SERVICE OR LOSS OF USE THEREOF OR FOR ANY LOSS OF BUSINESS HOWSOEVER CAUSED. LESSOR SHALL NOT BE LIABLE FOR DAMAGES OF ANY KIND, INCLUDING ANY LIABILITY FOR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE EQUIPMENT. No defect or unfitness of the Equipment and no failure on the part of the manufacturer or the shipper of the Equipment to deliver the Equipment or any part thereof to Lessee shall relieve Lessee of the obligation to pay rent or any other obligation hereunder. Lessor shall have no obligation in respect of the Equipment and shall have no obligation to install, erect, test, adjust or service the Equipment. Lessee shall look only to persons other than Lessor such as the manufacturer, vendor or carrier thereof should any item of Equipment for any reason and in any way be defective. To the extent permitted by the manufacturer and/or vendor and provided Lessee is not in default under the Lease, Lessor shall make available to Lessee all manufacturer and/or vendor warranties with respect to the Equipment.

**6. LESSEE COVENANTS, REPRESENTATIONS AND WARRANTIES.** (a) Affirmative Covenants. Lessee shall: (i) pay all shipping and delivery charges and other expenses incurred in connection with the Equipment and pay all lawful claims, whether for labor, materials, supplies, rent or services, which might or could if unpaid become a lien on the Equipment; (ii) comply with all laws and regulations and rules, all manufacturer's instructions and warranty requirements, and with the conditions and requirements of all policies of insurance relating to the Equipment and its use; (iii) mark and identify the Equipment with all information and in such manner as Lessor or its assigns may request from time to time and replace promptly any such markings or identification which are removed, defaced or destroyed; (iv) at any and all times during business hours, grant Lessor free access to enter upon the premises wherein the Equipment shall be located or used and permit Lessor to inspect the Equipment and all applicable maintenance records; provided, however, that Lessor shall have no obligation to inspect any Equipment or records; (v) maintain a system of accounts established and administered in accordance with generally accepted accounting principles and practices consistently applied; (vi) within thirty (30) days after the end of each fiscal quarter other than the final fiscal quarter of each fiscal year, deliver to Lessor a balance sheet and statement of income as at the end of such quarter, each setting forth in comparative form the corresponding figures for the comparable period in the preceding fiscal year; (vii) within one hundred and twenty (120) days after the end of each fiscal year, deliver to Lessor a balance sheet as at the end of such year and statements of income and cash flows for such year, with accompanying notes to financial statements, each setting forth in comparative form the corresponding figures for the preceding year, in each case prepared in accordance with generally accepted accounting principles and practices consistently applied and certified by Lessee's chief financial officer as fairly presenting the financial position and results of operations of Lessee, and, in the case of year-end financial statements, certified by an independent accounting firm acceptable to Lessor; and (viii) with reasonable promptness, furnish Lessor with such other information, financial or otherwise, relating to Lessee or the Equipment as Lessor shall reasonably request.

(b) Negative Covenants. Lessee shall not (i) voluntarily or involuntarily create, incur, assume or suffer to exist any mortgage, lien, security interest, pledge or other encumbrance or attachment of any kind whatsoever upon, affecting or with respect to the Equipment or this Lease or any of Lessee's interest thereunder; (ii) permit the name of any person, association or corporation other than the Lessor or Lessee to be placed on the Equipment; (iii) part with possession or control of or suffer or allow to pass out of its possession or control any item of the Equipment or change the location of the Equipment or any part thereof from the address shown in the applicable Supplement; (iv) ASSIGN OR IN ANY WAY TRANSFER OR DISPOSE OF ALL OR ANY PART OF ITS RIGHTS OR OBLIGATIONS UNDER THIS LEASE OR ENTER INTO ANY SUBLEASE OF ALL OR ANY PART OF THE EQUIPMENT; (v) change (a) its name or address from that set forth above, (b) the state under whose laws it is organized as of the date hereof, or (c) the type of organization under which it exists as of the date hereof unless it shall have given Lessor or its assigns no less than thirty (30) days' prior written notice of any such proposed change; (vi) permit the sale or transfer of any shares of its capital stock or of any ownership interest in the Lessee to any person, persons, entity or entities (whether in one transaction or in multiple transactions) which results in a transfer of a majority interest in the ownership and/or the control of the Lessee from the person, persons, entity or entities who hold ownership and/or control of the Lessee as of the date of this Master Lease; or (vii) consolidate with or merge into or with any other entity, or purchase or otherwise acquire all or substantially all of the assets or stock or other ownership interest of any person or entity or sell, transfer, lease or otherwise dispose of all or substantially all of Lessee's assets to any person or entity.

(c) Representations and Warranties. Lessee represents and warrants to Lessor, that effective on the date on which Lessee executes this Master Lease and each Supplement: (i) if Lessee is a partnership, corporation, limited liability company or other legal entity, the execution and delivery of this Master Lease and each Supplement and the performance of Lessee's obligations hereunder and thereunder have been duly authorized by all necessary action on the part of the Lessee and are not in contravention of, and will not result in a breach of, any of the terms of Lessee's charter, by-laws, articles of incorporation or other organic documents or any loan agreements or indentures of Lessee, or any other contract, agreement or instrument to which Lessee is a party or by which it is bound; (ii) the person signing the Master Lease and each Supplement on behalf of Lessee is duly authorized; (iii) Lessee's exact legal name as it appears on its charter or other organic documents, including as to punctuation and capitalization, and its principal place of business or chief executive office are as set forth in the heading of this Master Lease; (iv) Lessee is duly organized, validly existing and in good standing under the laws of the state of its incorporation or formation and is duly qualified and authorized to transact business in, and is in good standing under the laws of, each other state in which the Equipment is or will be located; (v) there has been no change in the name of the Lessee, or the name under which Lessee conducts business within the one year preceding the date hereof except as previously reported in writing to Lessor; (vi) Lessee has not moved its principal place of business or chief executive office, or has not changed the jurisdiction of its organization with the one year preceding the date hereof except as previously reported to Lessor in writing; (vii) this Master Lease and each Supplement constitute a legal, valid and binding obligation



of Lessee, enforceable against Lessee in accordance with its terms; (viii) all information provided by Lessee to Lessor in connection with this Lease is true and correct; (ix) the Equipment will be used primarily for business purposes as opposed to personal, family or household purposes; and (x) there are no suits pending or threatened against Lessee or any guarantor which, if decided adversely, might materially adversely affect Lessee's or such guarantor's financial condition, the value, utility or remaining useful life of the Equipment, the rights intended to be afforded to Lessor hereunder or under any guarantee or the ability of Lessee or any guarantor to perform its obligations under the Lease or any document delivered in connection with the Lease.

**7. TAXES.** Lessee shall promptly pay when due, and indemnify and hold Lessor harmless, on an after-tax basis, from, all sales, use, property, excise and other taxes and all license and registration fees now or hereafter imposed by any governmental body or agency upon the Equipment or its use, purchase, ownership, delivery, leasing, possession, storage, operation, maintenance, repair, return or other disposition of the Equipment, or for titling or registering the Equipment, or upon the income or other proceeds received with respect to the Equipment or this Lease or the rentals hereunder; provided, however, that Lessee shall not be required to pay taxes on or measured by the net income of Lessor. Lessee shall prepare and file all tax returns relating to taxes for which Lessee is responsible hereunder which Lessee is permitted to file under the laws of the applicable taxing jurisdiction. Upon the expiration or earlier termination of the Lease, Lessee shall pay to Lessor any such taxes accrued or assessed but not yet due and payable.

**8. INDEMNITY.** Lessee hereby agrees to indemnify and hold Lessor harmless (on an after-tax basis) from and against any and all claims, losses, liabilities (including negligence, tort and strict liability), damages, judgments, obligations, actions, suits, and all legal proceedings, and any and all costs and expenses in connection therewith (including attorneys' fees) arising out, or in any manner connected with, or resulting directly or indirectly from, the Equipment, including, without limitation, the manufacture, purchase, lease, financing, selection, ownership, delivery, rejection, non-delivery, transportation, possession, use, storage, operation, condition, maintenance, repair, return or other disposition of the Equipment or with this Lease, including without limitation, claims for injury to or death of persons and for damage to property, whether arising under the doctrine of strict liability, by operation of law or otherwise, and to give Lessor prompt notice of any such claim or liability.

**9. ASSIGNMENT.** Lessor may sell or assign any or all of its interest in this Lease or sell or grant a security interest in all or any part of the Equipment, without notice to or the consent of Lessee. Lessee agrees not to assert against any assignee of Lessor any setoff, recoupment, claim, counterclaim or defense Lessee may have against Lessor or any person other than such assignee. Lessee agrees that if it receives written notice of an assignment from Lessor, it will pay all Rent and other payments payable under each Supplement to such assignee or as instructed by Lessor or the assignee identified in the notice received from Lessor. An assignee of Lessor shall have all rights of Lessor under the applicable Lease, to the extent assigned, separately exercisable by such assignee independently of Lessor or any assignee with respect to other leases. Upon any such assignment and except as may otherwise be provided therein all references in this Master Lease to Lessor shall include such assignee.

**10. EQUIPMENT PERSONALTY.** The Equipment shall remain personal property regardless of its attachment to realty, and Lessee agrees to take such action at its expense as may be necessary to prevent any third party from acquiring any interest in the Equipment as a result of its attachment to realty. If requested by Lessor with respect to any item of the Equipment, Lessee will obtain and deliver to Lessor waivers of interest or liens in recordable form, satisfactory to Lessor, from all persons claiming any interest in the real property on or in which such item of the Equipment is installed or located.

**11. USE AND MAINTENANCE.** Lessee will use the Equipment with due care and only for the purpose for which it is intended. Lessee will, by qualified personnel, use, maintain, repair, modify (to the extent permitted or required herein) in accordance with prudent practices (but in no event less than the same extent to which Lessee maintains other similar equipment owned or leased by it) and for the purpose for which such Equipment was designed, in compliance with insurance policies, manufacturer's specified maintenance programs, warranties and applicable laws, and shall keep the Equipment in as good repair, condition and working order as when originally received by Lessee, ordinary wear and tear excepted and will furnish and replace all parts of the Equipment as may from time to time become worn out, lost, stolen, destroyed or damaged or unfit for use, all at its expense. Lessee shall, at its expense, make all modifications and improvements to the Equipment required by law. Lessee may, at its sole cost and expense, make any modifications to the Equipment, provided that such modifications (a) are readily removable without causing damage to the Equipment, (b) do not reduce the value, utility, marketability or remaining useful life of the Equipment, and (c) are of a kind that customarily are made by lessees or purchasers of equipment similar to the Equipment. All parts, modifications and improvements to the Equipment shall, when installed or made, immediately become the property of Lessor and part of the Equipment for all purposes; provided, that any modification not required by law shall if requested by Lessor be removed by Lessee and any damage to the Equipment resulting from such removal shall be repaired prior to the return of the Equipment to the Lessor. The Equipment shall not be used outside of the United States without Lessor's prior written consent.

**12. LOSS OR DAMAGE.** No loss or damage to the Equipment or any part thereof shall affect any obligation of Lessee under this Lease, which shall continue in full force and effect. Lessee shall advise Lessor in writing within five (5) days of any item of Equipment becoming lost, stolen or damaged and of the circumstances and extent of such damage. In the event any item of Equipment shall become lost, stolen, destroyed, damaged beyond repair or rendered permanently unfit for use for any reason, or in the event of condemnation or seizure of any item of Equipment, Lessee shall promptly pay Lessor, within ten (10) days after demand by Lessor, an amount equal to the greater of the fair market value of such items or the Lessor's Loss as defined in paragraph 18 below. Upon payment of such amount to Lessor, such item shall become the property of Lessee, Lessor will transfer to Lessee, without recourse or warranty, all of Lessor's right, title and interest therein, the rent with respect to such item shall terminate, and the basic rental payments on the remaining items shall be reduced accordingly. Lessee shall pay any sales and use taxes due on such transfer. Any insurance or condemnation proceeds received shall be paid to Lessor and credited to Lessee's obligation under this paragraph and Lessor shall be entitled to any surplus. Whenever the Equipment is damaged and such damage can be repaired, Lessee shall, at its expense, promptly effect such repairs as Lessor shall deem necessary for compliance with paragraph 11 above. Proceeds of insurance shall be paid to Lessor with respect to such repairable damage to the Equipment and shall, at the election of Lessor, be applied either to the repair of the Equipment by payment by Lessor directly to the party completing the repairs, or to the reimbursement of Lessee for the cost of such repairs; provided, however, that Lessor shall have no obligation to make such payment or any part thereof until receipt of such evidence as Lessor shall deem satisfactory that such repairs have been completed and further provided that Lessor may apply such proceeds to the payment of any rent or other sum due or to become due hereunder if at the time such proceeds are received by Lessor there shall have occurred any Event of Default or any event which with lapse of time or notice, or both, would become an Event of Default.

**13. INSURANCE.** Lessee shall obtain and maintain on or with respect to the Equipment at its own expense (a) comprehensive general liability insurance insuring against liability for bodily injury, and property damage with a minimum limit of \$1 million combined single limit per occurrence and (b) physical damage insurance insuring against loss or damage to the Equipment in an amount not less than the full replacement value of the Equipment. Lessee shall furnish Lessor with a certificate of Insurance evidencing the issuance of a policy or policies to Lessee in at least the minimum amounts required herein naming Lessor as an additional insured thereunder for the liability coverage and as loss payee for the property damage coverage. Each such policy shall be in such form and with such insurers as may be satisfactory to Lessor, and shall contain a clause specifying that no action or misrepresentation by Lessee shall invalidate such policy and a clause requiring the insurer to give to Lessor at least thirty (30) days' prior written notice of (i) the cancellation or non-renewal of such policy or (ii) any amendment to the terms of such policy if such amendment would cause the policy no longer to conform to the policy requirements stated in this paragraph; and ten (10) days prior notice of cancellation for non-payment of premium. Lessee shall deliver, annually and at any time that there is a change in insurance carrier, to Lessor evidence satisfactory to Lessor of the required insurance coverage. Lessee hereby assigns to Lessor the proceeds of all such insurance and directs any insurer to make payments directly to Lessor. Lessor shall be under no duty to ascertain the existence of or to examine any such policy or to advise Lessee in the event any such policy shall not comply with the requirements hereof.

**14. RETURN OF THE EQUIPMENT.** Upon the expiration or earlier termination of this Lease by Lessor, Lessee will immediately deliver the Equipment to and in the manner designated by the Lessor in the same condition as when delivered to Lessee fully capable of performing all functions for which it was originally designed (or as upgraded during the Lease Term), ordinary wear and tear excepted, and in compliance with any additional return conditions set forth in the applicable Supplement, at such location within the continental United States as Lessor shall designate. Lessee shall pay all transportation and other expenses relating to such delivery. Lessee shall arrange for the disassembly and packing of the Equipment, together with all parts and pieces and then reassembly (including, if necessary, repair and overhaul) by an authorized representative of the manufacturer. Without limiting the generality of the foregoing, returned Equipment shall be in such condition to immediately qualify for (i) the manufacturer's (or other authorized service representative's) then available service contract or warranty, and (ii) all applicable licenses or permits necessary for its operation for its intended purposes and to comply with all specifications and requirements of applicable federal, state and local laws. The Equipment shall be returned with all related maintenance logs, operating manuals and other related materials and all such materials will be undamaged and contain all pages. Upon Lessor's request, Lessee shall, at Lessee's sole expense, provide storage acceptable to Lessor for a period of up to 90 days from the date of return and will assist Lessor in attempting to remarket the Equipment, including display and demonstration of the Equipment to prospective purchasers or lessees, and allowing Lessor to conduct any public or private sale or auction on Lessee's premises.

**15. ADDITIONAL ACTION; EXPENSES.** Lessee will promptly execute and deliver to Lessor such further documents and take such further action as Lessor may request in order to carry out more effectively the intent and purpose of this Lease, including the execution and delivery of appropriate financing statements to protect fully Lessor's interest hereunder in accordance with the Uniform Commercial Code or other applicable law. Lessor and any assignee of Lessor is authorized to file one or more Uniform Commercial Code financing statements without the signature of Lessee or signed by Lessor or any assignee of Lessor as attorney-in-fact for Lessee. Lessee hereby grants to Lessor a power of attorney in Lessee's name, to apply for a certificate of title for any item of Equipment that is required to be titled under the laws of any jurisdiction where the Equipment is or may be used and/or to transfer title thereto upon the exercise by Lessor of its remedies upon an Event of Default by Lessee under this Lease. Lessee acknowledges that Lessor may incur out-of-pocket costs and expenses in connection with the transactions contemplated by this Lease, and accordingly agrees to pay (or reimburse Lessor for) the reasonable costs and expenses related to (a) filing any financing, continuation or termination statements, (b) any title and lien searches with respect to this Lease and the Equipment, (c) documentary stamp taxes relating to the Lease, and (d) procuring certified charter documents and good standing certificates of Lessee and any guarantor of Lessee's obligations hereunder. Lessee will do whatever may be necessary to have a statement of the interest of Lessor and any assignee of Lessor in the Equipment noted on any certificate of title relating to the Equipment and will deliver said certificate to Lessor. If Lessee fails to perform or comply with any of its agreements, Lessor may perform or comply with such agreements in its own name or in Lessee's name as attorney-in-fact and the amount of any payments and expenses of Lessor incurred in connection with such performance or compliance, together with interest thereon at the rate provided below, shall be deemed rent payable by Lessee upon demand.

**16. LATE CHARGES.** If any payment, whether for rent or otherwise, is not paid within ten (10) days of when due, Lessor may impose a late charge of 5% of the amount past due (or the maximum amount permitted by applicable law if less). Payments thereafter received shall be applied first to delinquent installments and then to current installments.

**17. DEFAULT.** Each of the following events shall constitute an "Event of Default" hereunder: (a) Lessee shall fail to pay within ten (10) days of when due any installment of interim rent, basic rent or any other amount due hereunder; (b) any certificate, statement, representation, warranty or financial or credit information heretofore or hereafter made or furnished by or on behalf of Lessee or any guarantor of any of Lessee's obligations hereunder proves to have been false or misleading in any material respect or omitted any material fact, contingent or unliquidated liability or claim against Lessee or any such guarantor; (c) Lessee shall fail to observe or perform any other agreement to be observed or performed by Lessee hereunder and the continuance thereof for ten (10) days following written notice thereof by Lessor to Lessee; (d) Lessee or any guarantor of this Lease or any partner of Lessee if Lessee is a partnership shall cease doing business as a going concern, make an assignment for the benefit of creditors, become insolvent, or engage in any dissolution or liquidation proceedings; (e) Lessee or any guarantor of this Lease or any partner of Lessee if Lessee is a partnership shall voluntarily file, or have filed against it involuntarily, a petition for liquidation, reorganization, adjustment of debt, or similar relief under the federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver, or liquidator shall be appointed of it or of all or a substantial part of its assets; (f) Lessee or any guarantor of any of Lessee's obligations hereunder shall be in breach of or in default in the payment or performance of any material obligation under any credit agreement, conditional sales contract, lease or other contract, howsoever arising; (g) any individual Lessee, guarantor of this Lease, or partner of Lessee if Lessee is a partnership shall die; (h) an event of default shall occur under any other obligation Lessee or any guarantor of Lessee's obligations hereunder owes to Lessor; (i) an event of default shall occur under any indebtedness Lessee may now or hereafter owe to any affiliate of Lessor; or (j) Lessee, or any guarantor of this Lease 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 the Equipment to be insecure.

**18. REMEDIES.** Lessor and Lessee agree that Lessor's damages suffered by reason of an Event of Default are uncertain and not capable of exact measurement at the time this Lease is executed because the value of the Equipment at the expiration of this Lease is uncertain, and therefore they agree that for purposes of this paragraph 18 "Lessor's Loss" as of any date shall be the sum of the following: (1) the amount of all rent and other amounts payable by Lessee hereunder due but unpaid as of such date plus (2) the



amount of all unpaid rent for the balance of the term of this Lease not yet due as of such date discounted from the respective dates installment payments would be due at the Discount Rate as defined below plus (3) 10% of the cost of the Equipment that is subject to this Lease as of such date (provided however, that with regard to any Supplement that expressly sets forth a "Final Purchase Payment" other than 10% of the cost of the Equipment, then the amount of such Final Purchase Payment shall be substituted in place of the 10% in this clause "(3)" for the purpose of calculating Lessor's Loss with regard to such Supplement.) "Discount Rate" means (i) the rate set forth for the Treasury Constant Maturities having the closest term to (but not longer than) the original term of the applicable Supplement, as set forth in the Federal Reserve Board H.15 Release (Selected Interest Rates) as of the Rent Commencement Date applicable to such Supplement, (ii) the rate set forth for the Treasury Constant Maturities having the closest term to (but not longer than) the remaining term of the applicable Supplement, as set forth in the Federal Reserve Board H.15 Release (Selected Interest Rates) as of the date of calculation of Lessor's Loss applicable to such Supplement, or (iii) 3%, whichever is lowest. If a rate referred to in the preceding clauses "(i)" or "(ii)" is not published in such publication referenced hereinabove, such rate shall be taken from a reputable source selected by Lessor.

Upon the occurrence of an Event of Default and at any time thereafter, Lessor may exercise any one or more of the remedies listed below as Lessor in its sole discretion may lawfully elect; provided, however, that upon the occurrence of an Event of Default specified in paragraph 17(e), an amount equal to Lessor's Loss as of the date of such occurrence shall automatically become due and be immediately due and payable without notice or demand of any kind. The exercise of any one remedy shall not be deemed an election of such remedy or preclude the exercise of any other remedy, and such remedies may be exercised concurrently or separately but only to the extent necessary to permit Lessor to recover amounts for which Lessee is liable hereunder.

(a) Lessor may, by written notice to Lessee, terminate this Lease as to any or all of the Equipment subject hereto and declare an amount equal to Lessor's Loss as of the date of such notice to be immediately due and payable, as liquidated damages and not as a penalty, and the same shall thereupon be and become immediately due and payable without further notice or demand, and all rights of Lessee to use the Equipment shall terminate but Lessee shall be and remain liable as provided in this paragraph 18. Lessee shall at its expense promptly deliver the Equipment to Lessor at a location or locations within the continental United States designated by Lessor. Lessor may also enter upon the premises where the Equipment is located and take immediate possession of and remove the same with or without instituting legal proceedings.

(b) Lessor may proceed by appropriate court action to enforce performance by Lessee of the applicable covenants of this Lease or to recover, for breach of this Lease, Lessor's Loss as of the date Lessor's Loss is declared due and payable hereunder; provided, however, that upon recovery of Lessor's Loss from Lessee in any such action without having to repossess and dispose of the Equipment, Lessor shall transfer the Equipment to Lessee at its then location upon payment of any additional amount due under clauses (d), (e) and (f) below.

(c) In the event Lessor repossesses the Equipment, Lessor shall either retain the Equipment in full satisfaction of Lessee's obligation hereunder or sell or lease each item of Equipment in such manner and upon such terms as Lessor may in its sole discretion determine. The proceeds of any such sale or lease shall be applied to reimburse Lessor for Lessor's Loss and any additional amount due under clauses (d) (e) and (f) below. Lessor shall be entitled to any surplus and Lessee shall remain liable for any deficiency. For purposes of this subparagraph, the proceeds of any lease of all or any part of the Equipment by Lessor shall be the amount reasonably assigned by Lessor as the cost of such Equipment in determining the rent under such lease.

(d) Lessor may recover interest on the unpaid balance of Lessor's Loss plus any amounts recoverable under clauses (e) and (f) of this paragraph 18 from the date it becomes payable until fully paid at the rate of the lesser of 12% per annum or the highest rate permitted by law.

(e) In addition to any other recovery permitted hereunder or under applicable law, Lessor may recover from Lessee an amount that will fully compensate Lessor for any loss of or damage to Lessor's residual interest in the Equipment.

(f) Lessor may exercise any other right or remedy available to it by law or by agreement, and may in any event recover legal fees and other costs and expenses incurred by reason of an Event of Default or the exercise of any remedy hereunder, including expenses of repossession, repair, storage, transportation, and disposition of the Equipment. Any payment received by Lessor may be applied to unpaid obligations as Lessor in its sole discretion determines.

If any Supplement is deemed at any time to be a lease intended as security, Lessee grants Lessor a security interest in the Equipment to secure its obligations under such Supplement, all other Supplements and all other indebtedness at any time owing by Lessee to Lessor. Lessee agrees that upon the occurrence of an Event of Default, in addition to all of the other rights and remedies available to Lessor hereunder, Lessor shall have all of the rights and remedies of a secured party under the Uniform Commercial Code.

No express or implied waiver by Lessor of any breach of Lessee's obligations hereunder shall constitute a waiver of any other breach of Lessee's obligations hereunder.

**19. NOTICES.** Any notice hereunder to Lessee or Lessor shall be in writing and shall be deemed to have been given when delivered personally or deposited with a nationally-recognized overnight courier service or in the United States mails, postage prepaid, addressed to recipient at its address set forth above or at such other address as may be last known to the sender.

**20. NET LEASE AND UNCONDITIONAL OBLIGATION.** This Lease is a completely net lease and Lessee's obligation to pay rent and all other amounts payable by Lessee hereunder is absolute, unconditional and irrevocable, and shall be paid without any abatement, reduction, setoff or defense of any kind.

**21. NON-CANCELABLE LEASE.** This Lease cannot be canceled, prepaid or terminated except as expressly provided herein or in the applicable Supplement.

**22. SURVIVAL OF INDEMNITIES.** Lessee's obligations under paragraphs 7, 8, and 18 shall survive termination or expiration of this Lease.

**23. TAX INDEMNITY.** Lessor's loss of, or loss of the rights to claim, or recapture of, all or any part of the federal or state income tax benefits Lessor anticipated as a result of entering into this Lease and owning the Equipment is referred to herein as a "Loss". If for any reason this Lease is not a true lease for federal or state income tax purposes, or if for any reason (even though this Lease may be a true lease) Lessor is not entitled to depreciate the Equipment for federal or state income tax purposes in the manner that Lessor anticipated

when entering into this Lease, and as a result Lessor suffers a Loss, then Lessee agrees to pay Lessor, as additional basic rent, a lump-sum amount which, after the payment of all federal, state and local income taxes on the receipt of such amount, and using the same assumptions as to tax benefits and other matters Lessor used in originally evaluating and pricing this Lease, will in the reasonable opinion of Lessor maintain Lessor's net after-tax rate of return with respect to this Lease at the same level it would have been if such Loss had not occurred. The Lessor makes no representation with respect to the income tax consequences of this Lease or the Equipment. Lessor will notify Lessee of any claim that may give rise to indemnity hereunder. Lessor shall make a reasonable effort to contest any such claim but shall have no obligation to contest such claim beyond the administrative level of the Internal Revenue Service or other taxing authority. In any event, Lessor shall control all aspects of any settlement and contest. Lessee agrees to pay the legal fees and other out-of-pocket expenses incurred by Lessor in defending any such claim even if Lessor's defense is successful. Notwithstanding the foregoing, Lessee shall have no obligations to indemnify Lessor for any Loss caused solely by (a) a casualty to the Equipment if Lessee pays the amount Lessee is required to pay as a result of such casualty, (b) Lessor's sale of the Equipment other than on account of an Event of Default hereunder, (c) failure of Lessor to have sufficient income to utilize its anticipated tax benefits or to timely claim such tax benefits, and (d) a change in tax law (including tax rates) effective after the Lease begins. For purposes of this paragraph 23, the term "Lessor" shall include any member of an affiliated group of which Lessor is (or may become) a member if consolidated tax returns are filed for such affiliated group for federal income tax purposes. Lessee's indemnity obligations under this paragraph 23 shall survive termination of this Lease.

**24. COUNTERPARTS.** There shall be one original of the Master Lease and of each Supplement and it shall be marked "Original." To the extent that any Supplement constitutes chattel paper (as that term is defined by the Uniform Commercial Code), a security interest may only be created in the Supplement marked "Original."

**25. NON-WAIVER.** No course of dealing between Lessor and Lessee or any delay or omission on the part of Lessor in exercising any rights hereunder shall operate as a waiver of any rights of Lessor. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion. No waiver or consent shall be binding upon Lessor unless it is in writing and signed by Lessor. To the extent permitted by applicable law, Lessee hereby waives the benefit and advantage of, and covenants not to assert against Lessor, any valuation, Inquisition, stay, appraisal, extension or redemption laws now existing or which may hereafter exist which, but for this provision, might be applicable to any sale or re-leasing made under the judgment, order or decree of any court or under the powers of sale and re-leasing conferred by this Lease or otherwise. To the extent permitted by applicable law, Lessee hereby waives any and all rights and remedies conferred upon a Lessee by Article 2A-508 through 2A-522 of the Uniform 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) claim 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 of Equipment identified to this Lease; (x) recover any general, special, incidental, or consequential damages, for any reason whatsoever; and (xi) specific performance, replevin, detinue, sequestration, claim, delivery or the like for any Equipment identified to this Lease. To the extent permitted by applicable law, Lessee also 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 as set forth in paragraph 18 or which may otherwise limit or modify any of Lessor's rights or remedies under paragraph 18.

**26. MISCELLANEOUS.** This Master Lease and related Supplement(s) constitute the entire agreement between Lessor and Lessee and may be modified only by a written instrument signed by Lessor and Lessee. Any provision of this Lease which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions of this Lease, and any such unenforceability in any jurisdiction shall not render unenforceable such provision in any other jurisdiction. Paragraph headings are for convenience only, are not part of this Lease and shall not be deemed to effect the meaning or construction of any of the provisions hereof. In the event there is more than one Lessee named in this Master Lease or in any Supplement, the obligations of each shall be joint and several. Lessor may in its sole discretion, accept a photocopy, electronically transmitted facsimile or other reproduction of this Master Lease and/or a Supplement (a "Counterpart") as the binding and effective record of this Master Lease and/or a Supplement whether or not an ink signed copy hereof or thereof is also received by Lessor from Lessee, provided, however, that if Lessor accepts a Counterpart as the binding and effective record of this Master Lease or a Supplement, the Counterpart acknowledged in writing by Lessor shall constitute the record hereof or thereof. Lessee agrees that a Counterpart of this Master Lease or a Supplement received by Lessor, shall, when acknowledged in writing by Lessor, constitute an original document for the purposes of establishing the provisions hereof and thereof and shall be legally admissible under the best evidence rule and binding on and enforceable against Lessee. If Lessor accepts a Counterpart of a Supplement as the binding and effective record thereof only such Counterpart acknowledged in writing by Lessor shall be marked "Original" and to the extent that a Supplement constitutes chattel paper, a security interest may only be created in the Supplement that bears Lessor's ink signed acknowledgement and is marked "Original." This Lease shall in all respects be governed by, and construed in accordance with, the substantive laws of the state of Minnesota. LESSEE HEREBY WAIVES ANY RIGHT TO A JURY TRIAL WITH RESPECT TO ANY MATTER ARISING UNDER OR IN CONNECTION WITH THIS LEASE. TIME IS OF THE ESSENCE WITH RESPECT TO THE OBLIGATIONS OF LESSEE UNDER THIS LEASE.

# Supplement to Master Lease

## Option to Purchase



Wells Fargo Equipment Finance, Inc. | 733 Marquette Avenue, Suite 700 | MAC N9306-070 | Minneapolis, MN 55402

Supplement Number **Sample** dated as of **Sample** to  
Master Lease Number **Sample** dated as of **Sample**

Name and Address of Lessee:  
**Samples, Inc.**  
123 Main Street  
Anytown, MN 55402

**Notice: Lessor reserves the right to withdraw the terms of this Supplement and issue a modified Supplement without notice to Lessee if Lessor is not in receipt of a fully executed original or facsimile of this document within five (5) business days of the date of this Supplement. However, in that event, no such modifications will be binding on Lessee unless and until Lessee executes the modified document containing all such modifications.**

This is a Supplement to the Master Lease identified above between Lessor and Lessee (the "Master Lease"). Upon the execution and delivery by Lessor and Lessee of this Supplement, Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Lessor, the equipment described below upon the terms and conditions of this Supplement and the Master Lease. All terms and conditions of the Master Lease shall remain in full force and effect except to the extent modified by this Supplement. This Supplement and the Master Lease as it relates to this Supplement are hereinafter referred to as the "Lease".

### Equipment Description: **Sample Equipment**

After Lessee signs this Lease, Lessee authorizes Lessor to insert any missing information or change any inaccurate information (such as the model year of the Equipment or its serial number or VIN) into this Equipment Description.

**Equipment Location:** 123 Main Street, Minneapolis, MN 55402

SUMMARY OF PAYMENT TERMS	
Initial Term (Months): <b>Sample</b>	Total Cost: <b>\$ Sample</b>
Payment Frequency: <b>Sample</b>	Total Basic Rent: <b>\$ Sample</b>
Basic Rental Payment: <b>\$ Sample</b> plus applicable sales and use tax	Interim Rent Daily Rate: <b>Sample</b>
Number of Instalments: <b>Sample</b>	Cutoff Date: <b>Sample</b>
Advance Payments: <b>First due on signing Lease Sample</b>	Security Deposit: <b>Sample</b>

### End of Term Options:

1. Upon expiration of the initial term of the Lease and, except as otherwise specifically set forth herein, any renewal term, and, provided that the Lease has not been terminated early and no Event of Default under the Lease has occurred and is continuing, Lessee may upon at least 90 but not more than 120 days prior written notice to Lessor exercise one of the following options:

(i) purchase all but not less than all of the Equipment for a purchase price equal to the then Fair Market Value of the Equipment. "Fair Market Value" of the Equipment for purposes of this paragraph shall be an amount determined according to the following procedure. Upon receipt of Lessee's notice of election to purchase the Equipment, Lessee and Lessor will attempt to agree on an amount during the next 30 days, and the amount so agreed upon shall be the Fair Market Value. In the event Lessor and Lessee cannot agree on an amount during such 30-day period, then each party shall choose an independent appraiser, and the two appraisers shall each determine the fair market value of the Equipment on the basis of an arm's-length sale between an informed and willing buyer (other than a buyer currently in possession) and an informed and willing seller under no compulsion to sell. The average of the amounts determined by the two appraisers shall be the Fair Market Value. Each party shall pay the expenses of the appraiser it chooses; or

(ii) renew the Lease with respect to all but not less than all of the Equipment at the expiration of the initial term of the Lease for the then Fair Market Rental Value of the Equipment and for a term to be agreed upon by Lessee and Lessor. Upon expiration of the renewal term Lessee shall either purchase the Equipment pursuant to paragraph 1 (i) above or return the Equipment in accordance with paragraph 14 of the Master Lease. "Fair Market Rental Value" of the Equipment for purposes of this paragraph shall be an amount determined according to the following procedure. Upon receipt of Lessee's notice of election to renew the Lease, Lessee

**THIS AGREEMENT INCLUDES THE TERMS ON THE ATTACHED PAGE(S).**

Lessor: Wells Fargo Equipment Finance, Inc. Lessee: Samples, Inc.

By \_\_\_\_\_ By \_\_\_\_\_  
Title \_\_\_\_\_ Title \_\_\_\_\_

\_\_\_\_\_  
Rent Commencement Date

and Lessor will attempt to agree on an amount during the next 30 days, and the amount so agreed upon shall be the Fair Market Rental Value. In the event Lessor and Lessee cannot agree on an amount during such 30-day period, then each party shall choose an independent appraiser, and the two appraisers shall each determine the fair market rental value of the Equipment on the basis of an arm's-length transaction between an informed and willing lessor and an informed and willing lessee under no compulsion to lease. The average of the amounts determined by the two appraisers shall be the Fair Market Rental Value. Each party shall pay the expenses of the appraiser it chooses; or

(iii) return the Equipment to Lessor in accordance with paragraph 14 of the Master Lease.

2. If on account of casualty or otherwise less than all of the Equipment is subject to the Lease at the expiration of the initial term of the Lease or any renewal term pursuant to paragraph 1(ii) hereof, then the purchase price under paragraph 1(i) or the renewal rent under paragraph 1(ii) shall be computed with reference only to the Items of Equipment then subject to the Lease.
3. If Lessee should give timely notice of election to purchase the Equipment as provided in paragraph 1 and fail to make timely payment of the purchase price, then Lessor may in its sole discretion, by written notice to Lessee, (a) treat the Equipment as purchased and enforce payment of the purchase price, or (b) declare a failure to meet the conditions of purchase whereupon the interest of Lessee in the Lease and the Equipment shall terminate automatically.
4. Following Lessor's receipt of the purchase price for the Equipment and upon request by Lessee, Lessor will deliver a bill of sale transferring the Equipment to Lessee. Lessor hereby warrants that at the time of transfer the Equipment will be free of all security interests and other liens created by Lessor or in favor of persons claiming through Lessor. LESSOR MAKES NO OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE EQUIPMENT.
5. Lessee agrees to pay all sales and use taxes arising on account of any sale of the Equipment upon exercise of the purchase option.

**Modification to Master Lease:** To be consistent with this Supplement the Master Lease is amended as follows:

1. The definition of Lessor's Loss in paragraph 18 is hereby amended to read as follows: "Lessor's Loss" as of any date shall be the sum of the following: (1) the amount of all rent and other amounts payable by Lessee hereunder due but unpaid as of such date plus (2) the amount shown on the Termination Value Schedule attached hereto and made a part hereof.

# Supplement to Master Lease

## Option to Purchase



Wells Fargo Equipment Finance, Inc. | 733 Marquette Avenue, Suite 700 | MAC N9306-070 | Minneapolis, MN 55402

Supplement Number **Sample** dated as of **Sample** to  
Master Lease Number **Sample** dated as of **Sample**

Name and Address of Lessee:  
**Samples, Inc.**  
**123 Main Street**  
**Anytown, MN 55402**

**Notice: Lessor reserves the right to withdraw the terms of this Supplement and issue a modified Supplement without notice to Lessee if Lessor is not in receipt of a fully executed original or facsimile of this document within five (5) business days of the date of this Supplement. However, in that event, no such modifications will be binding on Lessee unless and until Lessee executes the modified document containing all such modifications.**

This is a Supplement to the Master Lease identified above between Lessor and Lessee (the "Master Lease"). Upon the execution and delivery by Lessor and Lessee of this Supplement, Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Lessor, the equipment described below upon the terms and conditions of this Supplement and the Master Lease. All terms and conditions of the Master Lease shall remain in full force and effect except to the extent modified by this Supplement. This Supplement and the Master Lease as it relates to this Supplement are hereinafter referred to as the "Lease".

**Equipment Description: Sample Equipment**

After Lessee signs this Lease, Lessee authorizes Lessor to insert any missing information or change any inaccurate information (such as the model year of the Equipment or its serial number or VIN) into this Equipment Description.

**Equipment Location:** 123 Main Street, Minneapolis, MN 55402

SUMMARY OF PAYMENT TERMS	
Initial Term (Months): <b>Sample</b>	Total Cost: <b>\$ Sample</b>
Payment Frequency: <b>Sample</b>	Total Basic Rent: <b>\$ Sample</b>
Basic Rental Payment: <b>\$ Sample</b> plus applicable sales and use tax	Interim Rent Daily Rate: <b>Sample</b>
Number of Installments: <b>Sample</b>	Cutoff Date: <b>Sample</b>
Advance Payments: <b>First due on signing Lease Sample</b>	Security Deposit: <b>Sample</b>

**End of Term Options:**

1. Upon expiration of the initial term of the Lease and, except as otherwise specifically set forth herein, any renewal term, and provided that the Lease has not been terminated early and no Event of Default under the Lease has occurred and is continuing, Lessee may upon at least 90 but not more than 120 days prior written notice to Lessor exercise one of the following options:

(i) purchase all but not less than all of the Equipment for a purchase price equal to the then Fair Market Value of the Equipment. "Fair Market Value" of the Equipment for purposes of this paragraph shall be an amount determined according to the following procedure. Upon receipt of Lessee's notice of election to purchase the Equipment, Lessee and Lessor will attempt to agree on an amount during the next 30 days, and the amount so agreed upon shall be the Fair Market Value. In the event Lessor and Lessee cannot agree on an amount during such 30-day period, then each party shall choose an independent appraiser, and the two appraisers shall each determine the fair market value of the Equipment on the basis of an arm's-length sale between an informed and willing buyer (other than a buyer currently in possession) and an informed and willing seller under no compulsion to sell. The average of the amounts determined by the two appraisers shall be the Fair Market Value. Each party shall pay the expenses of the appraiser it chooses; or

(ii) renew the Lease with respect to all but not less than all of the Equipment at the expiration of the initial term of the Lease for a rental of **\$ Sample** per month payable monthly in advance as renewal rent for a renewal period of **Sample** months. All other terms and conditions of the Lease shall remain in full force and effect throughout the renewal period. Upon expiration of the renewal term Lessee shall either purchase the Equipment pursuant to paragraph 1 (i) above, renew the Lease for the then Fair Market Rental Value of the Equipment for a term to be agreed upon by Lessee and Lessor, or return the Equipment in accordance

**THIS AGREEMENT INCLUDES THE TERMS ON THE ATTACHED PAGE(S).**

Lessor: Wells Fargo Equipment Finance, Inc. Lessee: Samples, Inc.

By \_\_\_\_\_ By \_\_\_\_\_  
Title \_\_\_\_\_ Title \_\_\_\_\_

\_\_\_\_\_  
Rent Commencement Date

with paragraph 14 of the Master Lease. "Fair Market Rental Value" of the Equipment for purposes of this paragraph shall be an amount determined according to the following procedure. Upon receipt of Lessee's notice of election to renew the Lease, Lessee and Lessor will attempt to agree on an amount during the next 30 days, and the amount so agreed upon shall be the Fair Market Rental Value. In the event Lessor and Lessee cannot agree on an amount during such 30-day period, then each party shall choose an independent appraiser, and the two appraisers shall each determine the fair market rental value of the Equipment on the basis of an arm's-length transaction between an informed and willing lessor and an informed and willing lessee under no compulsion to lease. The average of the amounts determined by the two appraisers shall be the Fair Market Rental Value. Each party shall pay the expenses of the appraiser it chooses; or

(iii) return the Equipment to Lessor in accordance with paragraph 14 of the Master Lease.

2. If on account of casualty or otherwise less than all of the Equipment is subject to the Lease at the expiration of the Initial term of the Lease or any renewal term pursuant to paragraph 1(ii) hereof, then the purchase price under paragraph 1(i) or the renewal rent under paragraph 1(ii) shall be computed with reference only to the Items of Equipment then subject to the Lease.

3. If Lessee should give timely notice of election to purchase the Equipment as provided in paragraph 1 and fail to make timely payment of the purchase price, then Lessor may in its sole discretion, by written notice to Lessee, (a) treat the Equipment as purchased and enforce payment of the purchase price, or (b) declare a failure to meet the conditions of purchase whereupon the interest of Lessee in the Lease and the Equipment shall terminate automatically.

4. Following Lessor's receipt of the purchase price for the Equipment and upon request by Lessee, Lessor will deliver a bill of sale transferring the Equipment to Lessee. Lessor hereby warrants that at the time of transfer the Equipment will be free of all security interests and other liens created by Lessor or in favor of persons claiming through Lessor. LESSOR MAKES NO OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE EQUIPMENT.

5. Lessee agrees to pay all sales and use taxes arising on account of any sale of the Equipment upon exercise of the purchase option.

## Leigh Daniels

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**From:** Leigh Daniels  
**Sent:** Thursday, January 17, 2013 9:02 AM  
**To:** 'Eric Reiter'  
**Subject:** RE: St Johns County Bid No: 13-26

Eric,

The decision has been made to only lease the following equipment from Golf Ventures due to budget constraints after reviewing the bid proposals for the lease of golf course equipment.

2 ea - 11 Blade GP400 Gas Riding Greens Mower  
2 ea - 7 Blade GP400 Gas Riding Greens Mower  
1 ea - LF570 2WD Fairway Mower  
1 ea - Widespin 1540 Topdresser  
1 ea - AR3 Trim and Surrounds Mower  
1 ea - Cushman 800 Hauler Utility Vehicle

The Total lease amount of \$193,090.56, plus \$1.00 buy out = \$193,091.56.

I planning to have this lease bought to the BCC meeting on February 19<sup>th</sup> fro approval once our team reviews the lease.

Thank you,  
Leigh Daniels

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**From:** Eric Reiter [mailto:ereiter@golfv.com]  
**Sent:** Tuesday, January 08, 2013 2:26 PM  
**To:** Leigh Daniels  
**Subject:** Re: St Johns County Bid No: 13-26

Leigh,

Here is the info I think you are looking for.

As requested based on the full amount financed @ \$238,302.48  
Rate of 3.5%  
48 Mth CSC in Adv.

Please let me know if this is correct or if you need anything else.

Eric M. Reiter  
Golf Ventures Territory Manager  
[Ereiter@golfv.com](mailto:Ereiter@golfv.com)  
321-704-3757 cell  
@ericreiter1

On Jan 8, 2013, at 10:23 AM, "Leigh Daniels" <[ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us)> wrote:

Good Morning Mr. Reiter,

St. Johns County is reviewing your bid documents for the Lease of Golf Course

2/6/2013

• Maintenance Equipment under Bid No: 13-26 and would like to know what the interest rate is on the lease.  
Can you please provide me with that information?

Thank you,

Leigh A. Daniels, CPPB  
Buyer III  
Purchasing Division  
St. Johns County Board of County Commissioners  
904-209-0154  
904-209-0155 Fax  
[ldaniels@sicfl.us](mailto:ldaniels@sicfl.us)