Customer Purchase Order for John Deere Construction Equipment Company Products

A 42060

CUSTOMER'S NAME & ADDRESS (First Signer)			
NAME (First, Middle Initial, Last): Nassau County Board of Co. Comm.			
(SECOND LINE OF OWNER NAME)			
STREET OR RR: P. O. Box 4000			
CITY: Fernandina Beach	STATE: FL	ZIP CODE: 32035-4000	
COUNTY: Nassau	PURCHASER ACCT.: 716935	PHONE NUMBER: 904-321-5700	
CUSTOMER'S NAME & ADDRESS (Second Signer)			
NAME			
STREET OR RR			
CITY	STATE	ZIP CODE	

DATE OF ORDER	COMPANY UNIT	DEALER ORDER NO.	DEALER ACCOUNT NO.
5/2/00			9008

CASH SALE	LEASE	TIME SALE	☐ SOC. SEC. ☐ IRS NO. ☐ EIN NO.	CUSTOMER SALES TAX EXEMPT. NO.
	X		59-1863042	55-04-005905-53C

SELLER'S NAME & ADDRESS
Industrial Tractor Company, Inc.
6870 Philips Highway
Jacksonville, FL 32216

CUSTOMER IS: XX Business ☐ Individual

ADD CUSTOMER NAME TO MAIL LIST (Check One or More): ☐ Construction ☐ Utility ☐ Forestry ☐ Government

Enter Marketing Codes in boxes at right using the list printed on the Instruction Sheet as reference. ▶	PURCHASER TYPE CODE	MARKET USE CODE
	4	49

SECURE EXTENDED IS XX Accepted _____ (Initials) ☐ Rejected _____ (Initials)

LOCATION OF FIRST WORKING USE ▶	COUNTY	CITY	STATE	COUNTY CODE
	Nassau	Hilliard	FL	089

I (We), the undersigned, hereby order from you the Equipment described below, to be delivered as shown below. This order is subject to your ability to obtain such Equipment from the manufacturer and you shall be under no liability if delivery of the Equipment is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond your control. The price shown below is subject to your receipt of the Equipment prior to any change in price by the manufacturer. It is also subject to any new or increased taxes imposed upon the sale of the Equipment after the date of this order.

QTY.	NEW	DEMO	RENTAL	USED	EQUIPMENT (Give Model, Size & Description)	(Hours of Use)	PRODUCT IDENTIFICATION NO.	DELIVERED CASH PRICE	
1	X				John Deere 670C Motor Grader STK#9717		DW670CX576789	127,351	00
1	X				John Deere 670C Motor Grader STK#9716		DW670CX576788	127,351	00
1	X				John Deere 670C Motor Grader STK#9720		DW670CX576813	127,351	00
1	X				John Deere 670C Motor Grader STK# 9727		DW670CX 576859	127,351	00
							1. TOTAL CASH PRICE	509,404	00

IMPORTANT WARRANTY NOTICE: The written new equipment warranty for John Deere Construction Equipment Company (John Deere) products, "SECURE Warranty", is printed on the back of this Purchase Order and is a part of this contract. Please read it carefully before signing. No express warranty is made unless identified on this Purchase Order. **YOUR RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS INDICATED ON BOTH SIDES OF THIS PURCHASE ORDER. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS IS MADE.**

USED JOHN DEERE PRODUCTS ONLY: John Deere will transfer remaining SECURE Warranty coverage to the purchaser of a used John Deere product that has been used for less than the full period of the SECURE Warranty coverage provided at the product's original retail purchase. This transfer is not effective unless and until John Deere's written confirmation of transfer, indicating when the transferred coverage will expire, is received by the purchaser. ALL THE TERMS, INCLUDING LIMITATIONS AND EXCLUSIONS, OF THE JOHN DEERE SECURE WARRANTY COVERAGE ORIGINALLY PROVIDED FOR THE PRODUCT REMAIN APPLICABLE.

I (We) offer to sell, transfer, and convey the following item(s) at or prior to the time of delivery of the above Equipment, as a "trade-in" to be applied against the cash price. Such item(s) shall be free and clear of all security agreements, liens, and encumbrances at the time of transfer to you. The following is a description and the price to be allowed for each item.

QTY.	DESCRIPTION OF TRADE-IN	PRODUCT IDENTIFICATION NO.	AMOUNT	
1	JD 670B Motor Grader	DW670BX536764	28,000	00
1	JD 670B Motor Grader	DW670BX536765	28,000	00
1	JD 670B Motor Grader	DW670BX536763	30,000	00
1	JD 670B Motor Grader	DW670BX538783	30,000	00
		2. TOTAL TRADE-IN ALLOWANCE	116,000	00
		3. BALANCE	393,404	00
		4. SALES TAX	EXEMPT	
		5. SUB-TOTAL	393,404	00
		6. RENTAL APPLIED		
		7. CASH WITH ORDER	134,000	00
		8. BALANCE DUE	259,404	00

ACKNOWLEDGMENTS: I (We) promise to pay the balance due (line 8) shown hereon in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Equipment, plus additional charges shown thereon, or to execute a Lease Agreement, on or before delivery of the Equipment ordered herein. Despite physical delivery of the Equipment, title shall remain in the seller until one of the foregoing is accomplished.

I (We) understand that my (our) rights in connection with this purchase are limited as set forth on both sides of this Purchase Order.

Customer's Signature _____ Accepted By _____ (Authorized Signature of Seller)

Customer's Signature _____ Date Accepted _____ Salesman _____

DELIVERY ACKNOWLEDGEMENT ▶	DELIVERED WITH OPERATOR'S MANUAL ON:	SIGNATURE: (CUSTOMER)

DF-2546 Reprinted (1-00) Effective (01-01-00) Printed in U.S.A.

CUSTOMER COPY

JOHN DEERE "SECURE WARRANTY" FOR NEW CONSTRUCTION, UTILITY AND FORESTRY PRODUCTS

This Purchase Order applies to machines with:

- **6 Months SECURE Warranty Full Machine Coverage** (Products 100 HP and Above).
- **12 Months SECURE Warranty Full Machine Coverage** (Products Under 100 HP).
- **6 Months SECURE Warranty Full Machine Coverage + 18 Months Powertrain Coverage** (Skidders and Wheeled Feller Bunchers first rented or sold after 14 December 1999).

The "SECURE Warranty" is part of the SECURE protection package available from John Deere Construction Equipment Company ("John Deere") to purchasers of new John Deere products:

- **SECURE Warranty** is John Deere's standard new equipment warranty, which provides the coverage described on this page at no additional charge to the purchaser.
- **SECURE Extended** is a separate repair contract made available by John Deere for purchasers who wish to complement their SECURE Warranty coverage with additional, purchased coverage. Complete SECURE Extended details, including coverage options and limitations, are set forth in the Application for SECURE Extended Repair Coverage, which is available from authorized John Deere dealers.

A. SECURE WARRANTY - GENERAL PROVISIONS

Under the below-described "SECURE Warranty" coverage, John Deere will repair or replace, at its option, any parts (except those specified below) of a new John Deere product that, as delivered to the original retail purchaser, are defective in material or workmanship. Performance of this warranty will be free of charge for parts and labor, except as otherwise stated below.

SECURE Warranty coverage applies only to purchases from John Deere and authorized John Deere dealers and, except as otherwise provided in the next sentence, is extended only to the original retail purchaser of the product. Remaining SECURE Warranty coverage applicable to a used John Deere product is transferred to a subsequent purchaser of the product only if (1) the subsequent purchaser requests warranty transfer from an authorized John Deere dealer before the product's SECURE Warranty coverage expires, and (2) John Deere's written confirmation of the transfer is received by the subsequent purchaser. For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use.

Warranty statements required by law covering engine emissions-related parts and components are found on a separate written warranty certificate provided to the customer at the time of purchase.

B. WHAT IS COVERED BY SECURE WARRANTY

1. **SECURE Warranty Full Machine:** All parts of a new John Deere product (except those noted in Sections D and E below) are covered by SECURE Warranty for the applicable Full Machine coverage period set out above. Coverage begins on the date of delivery of the product to the original retail purchaser.

2. **SECURE Warranty Powertrain for Skidders and Wheeled Feller Bunchers first rented or sold after 14 December 1999:** Certain powertrain components of these products are covered by warranty for a total of 24 months or 4,000 hours of machine operation (no hour limitation for the first six (6) months), whichever occurs first. This powertrain warranty commences and runs concurrently with SECURE Warranty Full Machine coverage, and applies to the following items:

   Engine Items Covered in Powertrain: Rocker arm cover and gasket, cylinder head and gasket, oil pan and gasket, injection pump and gasket, injection nozzle, water pump and gasket, thermostats, engine block, ring gear and flywheel, timing gear cover, front and rear engine seals, turbocharger and gaskets, manifolds and gaskets, front damper, engine oil cooler and aftercooler, flywheel housing and gasket, electronic engine speed control system and hydraulic actuator and all parts fully enclosed within the above systems.

   Engine Items Not Covered: Oil filler tube, engine filters and gaskets, fuel lines, fuel transfer pump and gasket, air cleaners and associated parts, pressure / temperature sensors and sending units, engine mounts and supports, all pulleys and belts, starter, alternator, engine speed control wire harnesses, linkage and cables, radiator and hoses, engine oil lines, water piping, muffler and associated parts, fuel tank and associated parts, engine wiring, cold weather starting aids, fan and fan drives.

   Transmission / Differential Items Covered in Powertrain: Electronic and / or hydraulic control valves, pump and valve controller, clutch housing (except dry clutch disk), torque converter, reverser with control valve, splitter drive, transfer drive, drive shaft with universal joints, hydrostatic transmission pump and / or motor assemblies (including control valve), pump, brakes and their control valves, swing motor and brake, swing gearbox and bearings, rotary manifold, control valves for propel and swing functions only (not dig functions), axle(s) and differential(s), final drive and axles, wet steering clutches, wet steering brakes and wet service and wet parking brakes, mechanical front wheel drive differential / axle assembly with its drive shaft with universal joint and control, hydraulic front wheel drive axle and wheel drive assembly (including the drive pump and motor, electronic control and solenoid control valve and divider valve), front wheel drive sensors (not wire harness). Park brake pinion shaft, bearing, and bearing quill are covered on motor graders only.

   Transmission / Differential Items Not Covered: Shift control linkage, levers and pedals, switches and wiring, control rods, pressure / temperature sensors and sending units, external oil lines, filler tubes, filters and filter screens, accumulator and related relief valves, oil cooler, dry clutch disk, disconnect levers and handles, all outboard (or outer) axle shaft seals (including those on MFWD) that sustain external damage, undercarriage components, wheels, tie rod, dry steering clutches, dry service and dry park brakes, hydrostatic elevator drives, differential lock valve and associated parts, hydraulic hoses and lines, brake valve, brake accumulator, external brake lines, brake switches and sensors, brake pump, brake pedal, and brake linkage.

C. EXCLUSIVE REMEDY

The repair or replacement of covered parts that are defective, as provided in Section A above, shall be the purchaser's exclusive remedy for any defect in the product. However, if after repeated attempts such repair or replacement fails to correct the performance problem caused by the defect, the purchaser's sole remedy shall be a refund of the amount paid for the product (in exchange for a return of the product), excluding any transportation charges, license fees, taxes, and insurance premiums, and less a reasonable allowance for use of the product prior to its return.

In no event will the dealer, John Deere or any company affiliated with John Deere be liable for any incidental or consequential damages, including but not limited to loss of profits, rental of substitute equipment or other commercial loss.

Correction of defects in the manner provided above shall constitute fulfillment of **all liabilities** of John Deere to the purchaser or any other person, **whether based upon contract, tort, strict liability, or otherwise.** This limitation does not apply to claims for personal injury.

D. ITEMS COVERED SEPARATELY

SECURE Warranty does not apply to batteries, radios, tires, or fuel injection nozzles and pumps, or to Cummins Engines installed in 550LC and 750 Excavators, which are covered by separate written warranties.

E. ITEMS NOT COVERED

John Deere is **not** responsible for the following:

1. Premiums charged for overtime labor requested by the purchaser.
2. Transporting the product to and from the place where service is performed, or service calls made by the repairing dealer (except as otherwise provided in Section H below).
3. Used products (except as otherwise provided in Section A above).
4. Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, lack of proper protection during storage, vandalism, the elements, or collision or other accident.
5. Normal maintenance and replacement of maintenance and wear items, such as filters, oil, coolants and conditioners, blades and cutting edge parts, belts, dry brakes and dry clutch linings, and bulbs.
6. Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component.
7. For warranty repairs made in the field, any charges (such as dealer travel time, mileage or extra labor) that would not have been incurred had the product been repaired at the dealer's place of business.

F. UNAPPROVED SERVICE OR MODIFICATION

John Deere is relieved of its obligations under SECURE Warranty if:

1. Service (other than normal maintenance and replacement of service items) is performed by someone other than an authorized John Deere dealer; or
2. The product is modified or altered in ways not approved by John Deere.

G. PARTS REPLACED UNDER SECURE WARRANTY

Only new or remanufactured parts or components, furnished or approved by John Deere, will be used if John Deere elects to repair the product. If any such part or component is defective in material or workmanship when installed in the product, John Deere will repair or replace, as it elects, such defective part or component, provided the defect is reported to an authorized John Deere dealer within 90 days (12 months or 1500 hours, whichever occurs first, for remanufactured components) after installation or before expiration of the applicable SECURE Warranty coverage, whichever is later.

H. OBTAINING SECURE WARRANTY SERVICE

To obtain SECURE Warranty service, the purchaser must request SECURE Warranty service from a John Deere dealer authorized to sell the product to be serviced. When making such a request, the purchaser must present evidence of the product's delivery date, make the product available at the dealer's place of business, and inform the dealer in what way the purchaser believes the product to be defective.

SECURE Warranty repairs can be made in the field if the purchaser and servicing dealer so desire. However, John Deere will not be responsible for any charges (such as dealer travel time, mileage or extra labor) that would not have been incurred had the product been repaired at the dealer's place of business.

I. NO IMPLIED WARRANTY OR OTHER REPRESENTATION

Where permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations or promises, express or implied, as to the quality, performance, or freedom from defect of its products, other than those set forth on this page, and **NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS IS MADE.**

J. NO DEALER WARRANTY

The selling dealer makes no warranty of his own on any item covered by this warranty, and makes no warranty on other items unless he delivers to the purchaser a separate written warranty certificate specifically warranting the item. **The dealer has no authority to make any representation or promise on behalf of John Deere, or to modify the terms or limitations of this warranty in any way.**

Application For SECURE® Extended Repair Coverage

FOR JOHN DEERE CONSTRUCTION, UTILITY, AND FORESTRY PRODUCTS

The John Deere equipment owner (or lessee) identified below ("Owner") hereby applies to John Deere Construction Equipment Company (John Deere Limited Construction Equipment Division, in Canada) ("John Deere") for John Deere SECURE Extended Repair Coverage, in accordance with the terms set forth on both sides of this document, for the John Deere product identified below.
Owner desires the SECURE Extended coverage option(s) checked below:

1. APPLICATION GROUP

CHECK ONE:

☐ COMMERCIAL ☒ GOVERNMENTAL ☐ RENTAL (84 months / 10,000 hours maximum coverage)

☐ FORESTRY or SEVERE DUTY* ☐ FORESTRY EXTREME DUTY** (36 months / 5,000 hours maximum coverage)

* Severe Duty applications are: Demolition, Chemical Plant, Steel Mill, and Land Fill Applications, and any other applications that are similarly destructive or involve similarly heavy duty.
**Forestry Extreme Duty applications are: Skidder with oversize wheel/tires or any dual wheel/tires.

2. COVERAGE TYPE & DURATION

CHECK FULL MACHINE, ANY ONE POWERTRAIN OPTION, OR A COMBINATION OF FULL MACHINE AND ANY ONE POWERTRAIN OPTION.

FOR EACH COVERAGE OPTION SELECTED, CHECK THE APPLICABLE STANDARD WARRANTY IN THE LIST ON THE LEFT, THEN CHECK THE TOTAL MONTHS/HOURS DESIRED. Note: Months/hours selected may not exceed maximum specified for the designated application group in Box 1, above.

☒ FULL MACHINE

EXPIRATION - FIRST TO OCCUR (Months or Hours)

Standard Warranty	months after first retail purchase *** 12	24	36	48	60	72	84
	months after expiration of corresponding standard warranty						
☐ 6 + 6	6	18	30	42	54	66	78
☒ 6 + 0	6	18	30	42	54	66	78
☐ 12 + 0	NA	12	24	36	48	60	72

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☐ POWERTRAIN PLUS HYDRAULICS or
☐ POWERTRAIN or
☐ ENGINE ONLY

EXPIRATION - FIRST TO OCCUR (Months or Hours)

Standard Warranty	months after first retail purchase *** 12	24	36	48	60	72	84
	months after expiration of corresponding standard warranty						
☐ 6 + 6	NA	12	24	36	48	60	72
☐ 6 + 0	6	18	30	42	54	66	78
☐ 12 + 0	NA	12	24	36	48	60	72

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*** Less duration of rental, demonstration, or other usage, if any, prior to first retail purchase or lease.

3. OIL ANALYSIS DISCOUNT

A discounted contract price is available for SECURE Extended coverage. To qualify for this discounted price, the customer must agree to participate in the Deere OilScan Plus oil sampling program. Samples must be taken and submitted per Deere's OilScan Plus program instructions at 250 hour intervals on the engine, and at 500 hour intervals on other systems until the SECURE Extended coverage period ends. All expenses associated with the sampling and analysis will be the Owner's responsibility. See dealer for program instructions.

CHECK ONE: ☐ ACCEPTED ☒ DECLINED

OWNER NAME: Nassau County Board of County Commissioners

ADDRESS (Street, RR): P. O. Box 4000 (City/Town): Fernandina Beach (State/Province): FL (Zip/Postal Code): 32035-4000

DEALER
DEALER NUMBER: 9008
DEALER NAME: Industrial Tractor Company, Inc.
ADDRESS (City/Town): Jacksonville (State/Province): FL
PREPARED BY: D. Russo

PRODUCT DESCRIPTION	MODEL	PRODUCT DESCRIPTION	HOURMETER READING	PRODUCT ID. NUMBER (PIN)	DELIVERY DATE
	JD/670C	Motor Grader STK# 9716		DW670CX576788	

IMPORTANT NOTE TO OWNER: - Complete terms of John Deere's Secure Extended Repair Coverage are set forth on this document. Please read both sides carefully before signing. YOUR RIGHTS AND REMEDIES IN CONNECTION WITH SECURE EXTENDED REPAIR COVERAGE ARE LIMITED AS INDICATED ON BOTH SIDES OF THIS DOCUMENT. WHERE PERMITTED BY LAW, JOHN DEERE PRODUCTS CARRY NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS. John Deere's Secure Extended Repair Coverage is not insurance.

OWNER RESPONSIBILITIES. After the product's SECURE Warranty coverage expires, the owner (lessee, for leased products) will be responsible for the first **$200** of repair cost for each repair event covered by SECURE Extended, except for covered repairs to the product's (1) engine or powertrain, (2) hydraulics (if Secure Extended Powertrain Plus Hydraulics coverage is the only coverage in effect).

ACKNOWLEDGEMENTS: I have read and understand the terms, including limitations and exclusions, of John Deere's Secure Extended Repair Coverage, and understand that it is not insurance. I also understand that the coverage applied for herein is not effective unless and until I (1) pay the charge for this coverage, and (2) receive written confirmation of Secure Extended coverage from John Deere.

OWNER SIGNATURE: [signature] Date 6-29-00

The owner and product identified above meet all requirements for the coverage requested, and the coverage charge has been paid.

DEALER SIGNATURE: Charles L Day Mgr Bus Development **Date** 6/14/00

TRANSFER -The unexpired portion of this Secure Extended Repair Coverage may be transferred with John Deere's approval (see Section H on back for complete details). Complete the section below to request transfer.

PURCHASER APPLICATION: ☐ Forestry or Severe Duty ☐ Commercial ☐ Government ☐ Rental ☐ Forestry Extreme Duty	DEALER NUMBER CHARGED	PURCHASER NAME			
		ADDRESS (Street, RR)	(City/Town)	(State/Province)	(Zip/Postal Code)
DATE MACHINE SOLD	TRANSFER HOURMETER READING	DATE INSPECTION COMPLETED & APPROVED	SIGNATURE OF NEW BUYER X	DATE	DEALER CONFIRMATION X / DATE

CUSTOMER

Application For SECURE® Extended Repair Coverage

FOR JOHN DEERE CONSTRUCTION, UTILITY, AND FORESTRY PRODUCTS

The John Deere equipment owner (or lessee) identified below ("Owner") hereby applies to John Deere Construction Equipment Company (John Deere Limited Construction Equipment Division, in Canada) ("John Deere") for John Deere SECURE Extended Repair Coverage, in accordance with the terms set forth on both sides of this document, for the John Deere product identified below.
Owner desires the SECURE Extended coverage option(s) checked below:

1. APPLICATION GROUP

CHECK ONE:

☐ **COMMERCIAL** ☒ **GOVERNMENTAL** ☐ **RENTAL** (84 months / 10,000 hours maximum coverage)

☐ **FORESTRY or SEVERE DUTY*** ☐ **FORESTRY EXTREME DUTY**** (36 months / 5,000 hours maximum coverage)

* Severe Duty applications are: Demolition, Chemical Plant, Steel Mill, and Land Fill Applications, and any other applications that are similarly destructive or involve similarly heavy duty.
**Forestry Extreme Duty applications are: Skidder with oversize wheel/tires or any dual wheel/tires.

2. COVERAGE TYPE & DURATION

CHECK FULL MACHINE, ANY ONE POWERTRAIN OPTION, OR A COMBINATION OF FULL MACHINE AND ANY ONE POWERTRAIN OPTION.

FOR EACH COVERAGE OPTION SELECTED, CHECK THE APPLICABLE STANDARD WARRANTY IN THE LIST ON THE LEFT, THEN CHECK THE TOTAL MONTHS/HOURS DESIRED. Note: Months/hours selected may not exceed maximum specified for the designated application group in Box 1, above.

☒ **FULL MACHINE**

EXPIRATION - FIRST TO OCCUR (Months or Hours)

Standard Warranty	months after first retail purchase *** 12	24	36	48	60	72	84
	months after expiration of corresponding standard warranty						
☐ 6 + 6	6	18	30	42	54	66	78
☒ 6 + 0	6	18	30	42	54	66	78
☐ 12 + 0	NA	12	24	36	48	60	72

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☐ **POWERTRAIN PLUS HYDRAULICS or**
☐ **POWERTRAIN or**
☐ **ENGINE ONLY**

EXPIRATION - FIRST TO OCCUR (Months or Hours)

Standard Warranty	months after first retail purchase *** 12	24	36	48	60	72	84
	months after expiration of corresponding standard warranty						
☐ 6 + 6	NA	12	24	36	48	60	72
☐ 6 + 0	6	18	30	42	54	66	78
☐ 12 + 0	NA	12	24	36	48	60	72

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A discounted contract price is available for SECURE Extended coverage. To qualify for this discounted price, the customer must agree to participate in the Deere OilScan Plus oil sampling program. Samples must be taken and submitted per Deere's OilScan Plus program instructions at 250 hour intervals on the engine, and at 500 hour intervals on other systems until the SECURE Extended coverage period ends. All expenses associated with the sampling and analysis will be the Owner's responsibility. See dealer for program instructions.

CHECK ONE: ☐ **ACCEPTED** ☒ **DECLINED**

OWNER NAME: Nassau County Board of County Commissioners

ADDRESS (Street, RR): P. O. Box 4000 (City/Town): Fernandina Beach (State/Province): FL (Zip/Postal Code): 32035-4000

DEALER
DEALER NUMBER: 9008
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PREPARED BY: D. Russo

PRODUCT DESCRIPTION	MODEL	PRODUCT DESCRIPTION	HOURMETER READING	PRODUCT ID. NUMBER (PIN)	DELIVERY DATE
	JD/670C	Motor Grader STK# 9717		DW670CX576789	

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OWNER RESPONSIBILITIES. After the product's SECURE Warranty coverage expires, the owner (lessee, for leased products) will be responsible for the first **$200** of repair cost for each repair event covered by SECURE Extended, except for covered repairs to the product's (1) engine or powertrain, (2) hydraulics (if Secure Extended Powertrain Plus Hydraulics coverage is the only coverage in effect).

ACKNOWLEDGEMENTS: I have read and understand the terms, including limitations and exclusions, of John Deere's Secure Extended Repair Coverage, and understand that it is not insurance. I also understand that the coverage applied for herein is not effective unless and until I (1) pay the charge for this coverage, and (2) receive written confirmation of Secure Extended coverage from John Deere.

OWNER SIGNATURE: [signature] Date 6-29-00

The owner and product identified above meet all requirements for the coverage requested, and the coverage charge has been paid.

DEALER SIGNATURE: Charles Gray Mgr Bus Development. ***Date*** 6/14/00

TRANSFER -The unexpired portion of this Secure Extended Repair Coverage may be transferred with John Deere's approval (see Section H on back for complete details). Complete the section below to request transfer.

PURCHASER APPLICATION: ☐ Forestry or Severe Duty ☐ Commercial ☐ Government ☐ Rental ☐ Forestry Extreme Duty	DEALER NUMBER CHARGED	PURCHASER NAME / ADDRESS (Street, RR) (City/Town) (State/Province) (Zip/Postal Code)		
DATE MACHINE SOLD	TRANSFER HOURMETER READING	DATE INSPECTION COMPLETED & APPROVED	SIGNATURE OF NEW BUYER / DATE	DEALER CONFIRMATION / DATE
			X	X

Application For SECURE® Extended Repair Coverage

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Owner desires the SECURE Extended coverage option(s) checked below:

1. APPLICATION GROUP

CHECK ONE:

☐ **COMMERCIAL** ☒ **GOVERNMENTAL** ☐ **RENTAL** (84 months / 10,000 hours maximum coverage)

☐ **FORESTRY or SEVERE DUTY*** ☐ **FORESTRY EXTREME DUTY**** (36 months / 5,000 hours maximum coverage)

* Severe Duty applications are: Demolition, Chemical Plant, Steel Mill, and Land Fill Applications, and any other applications that are similarly destructive or involve similarly heavy duty.
**Forestry Extreme Duty applications are: Skidder with oversize wheel/tires or any dual wheel/tires.

2. COVERAGE TYPE & DURATION

CHECK FULL MACHINE, ANY ONE POWERTRAIN OPTION, OR A COMBINATION OF FULL MACHINE AND ANY ONE POWERTRAIN OPTION.

FOR EACH COVERAGE OPTION SELECTED, CHECK THE APPLICABLE STANDARD WARRANTY IN THE LIST ON THE LEFT, THEN CHECK THE TOTAL MONTHS/HOURS DESIRED. Note: Months/hours selected may not exceed maximum specified for the designated application group in Box 1, above.

☒ **FULL MACHINE**

EXPIRATION - FIRST TO OCCUR (Months or Hours)

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	months after expiration of corresponding standard warranty						
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☒ 6 + 0	6	18	30	42	54	66	78
☐ 12 + 0	NA	12	24	36	48	60	72

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☐ **POWERTRAIN PLUS HYDRAULICS or**
☐ **POWERTRAIN or**
☐ **ENGINE ONLY**

EXPIRATION - FIRST TO OCCUR (Months or Hours)

Standard Warranty	months after first retail purchase *** 12	24	36	48	60	72	84
	months after expiration of corresponding standard warranty						
☐ 6 + 6	NA	12	24	36	48	60	72
☐ 6 + 0	6	18	30	42	54	66	78
☐ 12 + 0	NA	12	24	36	48	60	72

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*** Less duration of rental, demonstration, or other usage, if any, prior to first retail purchase or lease.

3. OIL ANALYSIS DISCOUNT

A discounted contract price is available for SECURE Extended coverage. To qualify for this discounted price, the customer must agree to participate in the Deere OilScan Plus oil sampling program. Samples must be taken and submitted per Deere's OilScan Plus program instructions at 250 hour intervals on the engine, and at 500 hour intervals on other systems until the SECURE Extended coverage period ends. All expenses associated with the sampling and analysis will be the Owner's responsibility. See dealer for program instructions.

CHECK ONE: ☐ **ACCEPTED** ☒ **DECLINED**

OWNER NAME: Nassau County Board of County Commissioners

ADDRESS (Street, RR): P.O. Box 4000 (City/Town): Fernandina Beach, FL (State/Province): (Zip/Postal Code): 32035-4000

DEALER
DEALER NUMBER: 9008
DEALER NAME: Industrial Tractor Company, Inc.
ADDRESS (City/Town): Jacksonville (State/Province): FL
PREPARED BY: D. Russo

PRODUCT DESCRIPTION	MODEL	PRODUCT DESCRIPTION	HOURMETER READING	PRODUCT ID. NUMBER (PIN)	DELIVERY DATE
	JD/670C	MotorGrader STK# 9727	2	DW670CX576859	

IMPORTANT NOTE TO OWNER: - Complete terms of John Deere's Secure Extended Repair Coverage are set forth on this document. Please read both sides carefully before signing. YOUR RIGHTS AND REMEDIES IN CONNECTION WITH SECURE EXTENDED REPAIR COVERAGE ARE LIMITED AS INDICATED ON BOTH SIDES OF THIS DOCUMENT. WHERE PERMITTED BY LAW, JOHN DEERE PRODUCTS CARRY NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS. John Deere's Secure Extended Repair Coverage is not insurance.

OWNER RESPONSIBILITIES. After the product's SECURE Warranty coverage expires, the owner (lessee, for leased products) will be responsible for the first **$200** of repair cost for each repair event covered by SECURE Extended, except for covered repairs to the product's (1) engine or powertrain, (2) hydraulics (if Secure Extended Powertrain Plus Hydraulics coverage is the only coverage in effect).

ACKNOWLEDGEMENTS: I have read and understand the terms, including limitations and exclusions, of John Deere's Secure Extended Repair Coverage, and understand that it is not insurance. I also understand that the coverage applied for herein is not effective unless and until I (1) pay the charge for this coverage, and (2) receive written confirmation of Secure Extended coverage from John Deere.

OWNER SIGNATURE: [signature] Date 6-29-00

The owner and product identified above meet all requirements for the coverage requested, and the coverage charge has been paid.

DEALER SIGNATURE: [signature] Mgr. Bus. Development ***Date*** 6/14/00

TRANSFER -The unexpired portion of this Secure Extended Repair Coverage may be transferred with John Deere's approval (see Section H on back for complete details). Complete the section below to request transfer.

PURCHASER APPLICATION: ☐ Forestry or Severe Duty ☐ Commercial ☐ Government ☐ Rental ☐ Forestry Extreme Duty	DEALER NUMBER CHARGED	PURCHASER NAME / ADDRESS (Street, RR) (City/Town) (State/Province) (Zip/Postal Code)			
DATE MACHINE SOLD	TRANSFER HOURMETER READING	DATE INSPECTION COMPLETED & APPROVED	SIGNATURE OF NEW BUYER X	DATE	DEALER CONFIRMATION X / DATE

Application For SECURE® Extended Repair Coverage

FOR JOHN DEERE CONSTRUCTION, UTILITY, AND FORESTRY PRODUCTS

The John Deere equipment owner (or lessee) identified below ("Owner") hereby applies to John Deere Construction Equipment Company (John Deere Limited Construction Equipment Division, in Canada) ("John Deere") for John Deere SECURE Extended Repair Coverage, in accordance with the terms set forth on both sides of this document, for the John Deere product identified below.
Owner desires the SECURE Extended coverage option(s) checked below:

1. APPLICATION GROUP

CHECK ONE:

☐ COMMERCIAL ☒ GOVERNMENTAL ☐ RENTAL (84 months / 10,000 hours maximum coverage)

☐ FORESTRY or SEVERE DUTY* ☐ FORESTRY EXTREME DUTY** (36 months / 5,000 hours maximum coverage)

* Severe Duty applications are: Demolition, Chemical Plant, Steel Mill, and Land Fill Applications, and any other applications that are similarly destructive or involve similarly heavy duty.
**Forestry Extreme Duty applications are: Skidder with oversize wheel/tires or any dual wheel/tires.

2. COVERAGE TYPE & DURATION

CHECK FULL MACHINE, ANY ONE POWERTRAIN OPTION, OR A COMBINATION OF FULL MACHINE AND ANY ONE POWERTRAIN OPTION.

FOR EACH COVERAGE OPTION SELECTED, CHECK THE APPLICABLE STANDARD WARRANTY IN THE LIST ON THE LEFT, THEN CHECK THE TOTAL MONTHS/HOURS DESIRED. Note: Months/hours selected may not exceed maximum specified for the designated application group in Box 1, above.

☒ FULL MACHINE

EXPIRATION - FIRST TO OCCUR (Months or Hours)

Standard Warranty	months after first retail purchase *** 12	24	36	48	60	72	84
	months after expiration of corresponding standard warranty						
☐ 6 + 6	6	18	30	42	54	66	78
☒ 6 + 0	6	18	30	42	54	66	78
☐ 12 + 0	NA	12	24	36	48	60	72

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☐ POWERTRAIN PLUS HYDRAULICS or
☐ POWERTRAIN or
☐ ENGINE ONLY

EXPIRATION - FIRST TO OCCUR (Months or Hours)

Standard Warranty	months after first retail purchase *** 12	24	36	48	60	72	84
	months after expiration of corresponding standard warranty						
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3. OIL ANALYSIS DISCOUNT

A discounted contract price is available for SECURE Extended coverage. To qualify for this discounted price, the customer must agree to participate in the Deere OilScan Plus oil sampling program. Samples must be taken and submitted per Deere's OilScan Plus program instructions at 250 hour intervals on the engine, and at 500 hour intervals on other systems until the SECURE Extended coverage period ends. All expenses associated with the sampling and analysis will be the Owner's responsibility. See dealer for program instructions.

CHECK ONE: ☐ ACCEPTED ☒ DECLINED

OWNER NAME: Nassau County Board of County Commissioners

ADDRESS (Street, RR): P. O. Box 4000 (City/Town): Fernandina Beach (State/Province): FL (Zip/Postal Code): 32035-4000

DEALER — DEALER NUMBER: 9008

DEALER NAME: Industrial Tractor Company, Inc.

ADDRESS (City/Town): Jacksonville (State/Province): FL

PREPARED BY: D. Russo

PRODUCT DESCRIPTION	MODEL	PRODUCT DESCRIPTION	HOURMETER READING	PRODUCT ID. NUMBER (PIN)	DELIVERY DATE
	JD/670C	Motor Grader STK#9720		DW670CX576813	

IMPORTANT NOTE TO OWNER: - Complete terms of John Deere's Secure Extended Repair Coverage are set forth on this document. Please read both sides carefully before signing. YOUR RIGHTS AND REMEDIES IN CONNECTION WITH SECURE EXTENDED REPAIR COVERAGE ARE LIMITED AS INDICATED ON BOTH SIDES OF THIS DOCUMENT. WHERE PERMITTED BY LAW, JOHN DEERE PRODUCTS CARRY NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS. John Deere's Secure Extended Repair Coverage is not insurance.

OWNER RESPONSIBILITIES. After the product's SECURE Warranty coverage expires, the owner (lessee, for leased products) will be responsible for the first **$200** of repair cost for each repair event covered by SECURE Extended, except for covered repairs to the product's (1) engine or powertrain, (2) hydraulics (if Secure Extended Powertrain Plus Hydraulics coverage is the only coverage in effect).

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OWNER SIGNATURE: [signature] Date 6-29-00

The owner and product identified above meet all requirements for the coverage requested, and the coverage charge has been paid.

DEALER SIGNATURE: [signature], Dealer Development Mgr. ***Date*** 6/14/00

TRANSFER -The unexpired portion of this Secure Extended Repair Coverage may be transferred with John Deere's approval (see Section H on back for complete details). Complete the section below to request transfer.

PURCHASER APPLICATION: ☐ Forestry or Severe Duty ☐ Commercial ☐ Government ☐ Rental ☐ Forestry Extreme Duty	DEALER NUMBER CHARGED	PURCHASER NAME			
		ADDRESS (Street, RR)	(City/Town)	(State/Province)	(Zip/Postal Code)
DATE MACHINE SOLD	TRANSFER HOURMETER READING	DATE INSPECTION COMPLETED & APPROVED	SIGNATURE OF NEW BUYER X	DATE	DEALER CONFIRMATION X / DATE

6:44:17 Upon the recommendation of the Director of Public Works, it was moved by Commissioner Marshall and seconded by Commissioner Vanzant to authorize the Chairman to sign purchase agreements with Industrial Tractor, Inc. for the purchase of four road graders; down payment of $134, 000 funding source 03403541-564000 equipment grading. Motion and second were amended and unanimously carried to covenant to budget to appropriate for annual payments of $72,933.08 commencing January 1, 2001 through January 1, 2004.

Application For SECURE® Extended Repair Coverage

FOR JOHN DEERE CONSTRUCTION, UTILITY, AND FORESTRY PRODUCTS

The John Deere equipment owner (or lessee) identified below ("Owner") hereby applies to John Deere Construction Equipment Company (John Deere Limited Construction Equipment Division, in Canada) ("John Deere") for John Deere SECURE Extended Repair Coverage, in accordance with the terms set forth on both sides of this document, for the John Deere product identified below.
Owner desires the SECURE Extended coverage option(s) checked below:

1. APPLICATION GROUP

CHECK ONE:

☐ COMMERCIAL ☒ GOVERNMENTAL ☐ RENTAL (84 months / 10,000 hours maximum coverage)

☐ FORESTRY or SEVERE DUTY* ☐ FORESTRY EXTREME DUTY** (36 months / 5,000 hours maximum coverage)

* Severe Duty applications are: Demolition, Chemical Plant, Steel Mill, and Land Fill Applications, and any other applications that are similarly destructive or involve similarly heavy duty.
**Forestry Extreme Duty applications are: Skidder with oversize wheel/tires or any dual wheel/tires.

2. COVERAGE TYPE & DURATION

CHECK FULL MACHINE, ANY ONE POWERTRAIN OPTION, OR A COMBINATION OF FULL MACHINE AND ANY ONE POWERTRAIN OPTION.

FOR EACH COVERAGE OPTION SELECTED, CHECK THE APPLICABLE STANDARD WARRANTY IN THE LIST ON THE LEFT, THEN CHECK THE TOTAL MONTHS/HOURS DESIRED. Note: Months/hours selected may not exceed maximum specified for the designated application group in Box 1, above.

☒ FULL MACHINE

EXPIRATION - FIRST TO OCCUR (Months or Hours)

Standard Warranty	months after first retail purchase *** 12	24	36	48	60	72	84
	months after expiration of corresponding standard warranty						
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☒ 6 + 0	6	18	30	42	54	66	78
☐ 12 + 0	NA	12	24	36	48	60	72

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☐ POWERTRAIN PLUS HYDRAULICS or
☐ POWERTRAIN or
☐ ENGINE ONLY

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3. OIL ANALYSIS DISCOUNT

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CHECK ONE: ☐ ACCEPTED ☒ DECLINED

OWNER NAME: Nassau County Board of County Commissioners

ADDRESS (Street, RR): P. O. Box 4000 (City/Town): Fernandina Beach (State/Province): FL (Zip/Postal Code): 32035-4000

DEALER — DEALER NUMBER: 9008

DEALER NAME: Industrial Tractor Company, Inc.

ADDRESS (City/Town): Jacksonville (State/Province): FL

PREPARED BY: D. Russo

PRODUCT DESCRIPTION	MODEL	PRODUCT DESCRIPTION	HOURMETER READING	PRODUCT ID. NUMBER (PIN)	DELIVERY DATE
	JD/670C	Motor Grader STK#9720		DW670CX576813	

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OWNER SIGNATURE: [signature] Date 6-29-00

The owner and product identified above meet all requirements for the coverage requested, and the coverage charge has been paid.

DEALER SIGNATURE: Charles Stephens Development, Mgr. ***Date*** 6/14/00

TRANSFER -The unexpired portion of this Secure Extended Repair Coverage may be transferred with John Deere's approval (see Section H on back for complete details). Complete the section below to request transfer.

PURCHASER APPLICATION: ☐ Forestry or Severe Duty ☐ Commercial ☐ Government ☐ Rental ☐ Forestry Extreme Duty	DEALER NUMBER CHARGED	PURCHASER NAME			
		ADDRESS (Street, RR)	(City/Town)	(State/Province)	(Zip/Postal Code)
DATE MACHINE SOLD	TRANSFER HOURMETER READING	DATE INSPECTION COMPLETED & APPROVED	SIGNATURE OF NEW BUYER X	DATE	DEALER CONFIRMATION X / DATE

Application For SECURE® Extended Repair Coverage

FOR JOHN DEERE CONSTRUCTION, UTILITY, AND FORESTRY PRODUCTS

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Owner desires the SECURE Extended coverage option(s) checked below:

1. APPLICATION GROUP

CHECK ONE:

☐ COMMERCIAL ☒ GOVERNMENTAL ☐ RENTAL (84 months / 10,000 hours maximum coverage)

☐ FORESTRY or SEVERE DUTY* ☐ FORESTRY EXTREME DUTY** (36 months / 5,000 hours maximum coverage)

* Severe Duty applications are: Demolition, Chemical Plant, Steel Mill, and Land Fill Applications, and any other applications that are similarly destructive or involve similarly heavy duty.
**Forestry Extreme Duty applications are: Skidder with oversize wheel/tires or any dual wheel/tires.

2. COVERAGE TYPE & DURATION

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☒ FULL MACHINE

EXPIRATION - FIRST TO OCCUR (Months or Hours)

Standard Warranty	months after first retail purchase *** 12	24	36	48	60	72	84
	months after expiration of corresponding standard warranty						
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EXPIRATION - FIRST TO OCCUR (Months or Hours)

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CHECK ONE: ☐ ACCEPTED ☒ DECLINED

OWNER NAME: Nassau County Board of County Commissioners

ADDRESS (Street, RR): P.O. Box 4000 (City/Town): Fernandina Beach, FL (State/Province) (Zip/Postal Code): 32035-4000

DEALER

DEALER NUMBER: 9008

DEALER NAME: Industrial Tractor Company, Inc.

ADDRESS (City/Town): Jacksonville (State/Province): FL

PREPARED BY: D. Russo

PRODUCT DESCRIPTION	MODEL	PRODUCT DESCRIPTION	HOURMETER READING	PRODUCT ID. NUMBER (PIN)	DELIVERY DATE
	JD/670C	MotorGrader STK# 9727	2	DW670CX576859	

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OWNER SIGNATURE: [signature] Date 6-29-00

The owner and product identified above meet all requirements for the coverage requested, and the coverage charge has been paid.

DEALER SIGNATURE: Charles Stay Mgr Bus. Development. ***Date*** 6/14/00

TRANSFER -The unexpired portion of this Secure Extended Repair Coverage may be transferred with John Deere's approval (see Section H on back for complete details). Complete the section below to request transfer.

PURCHASER APPLICATION: ☐ Forestry or Severe Duty ☐ Commercial ☐ Government ☐ Rental ☐ Forestry Extreme Duty	DEALER NUMBER CHARGED	PURCHASER NAME / ADDRESS (Street, RR)	(City/Town)	(State/Province)	(Zip/Postal Code)
DATE MACHINE SOLD	TRANSFER HOURMETER READING	DATE INSPECTION COMPLETED & APPROVED	SIGNATURE OF NEW BUYER X	DATE	DEALER CONFIRMATION X / DATE

Application For SECURE® Extended Repair Coverage

FOR JOHN DEERE CONSTRUCTION, UTILITY, AND FORESTRY PRODUCTS

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Owner desires the SECURE Extended coverage option(s) checked below:

1. APPLICATION GROUP

CHECK ONE:

☐ COMMERCIAL ☒ GOVERNMENTAL ☐ RENTAL (84 months / 10,000 hours maximum coverage)

☐ FORESTRY or SEVERE DUTY* ☐ FORESTRY EXTREME DUTY** (36 months / 5,000 hours maximum coverage)

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CHECK FULL MACHINE, ANY ONE POWERTRAIN OPTION, OR A COMBINATION OF FULL MACHINE AND ANY ONE POWERTRAIN OPTION.

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☒ FULL MACHINE

EXPIRATION - FIRST TO OCCUR (Months or Hours)

Standard Warranty	months after first retail purchase *** 12	24	36	48	60	72	84
	months after expiration of corresponding standard warranty						
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☐ POWERTRAIN PLUS HYDRAULICS or
☐ POWERTRAIN or
☐ ENGINE ONLY

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CHECK ONE: ☐ ACCEPTED ☒ DECLINED

OWNER NAME: Nassau County Board of County Commissioners

ADDRESS (Street, RR): P. O. Box 4000 (City/Town): Fernandina Beach (State/Province): FL (Zip/Postal Code): 32035-4000

DEALER
DEALER NUMBER: 9008
DEALER NAME: Industrial Tractor Company, Inc.
ADDRESS (City/Town): Jacksonville (State/Province): FL
PREPARED BY: D. Russo

PRODUCT DESCRIPTION	MODEL	PRODUCT DESCRIPTION	HOURMETER READING	PRODUCT ID. NUMBER (PIN)	DELIVERY DATE
	JD/670C	Motor Grader STK# 9717		DW670CX576789	

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OWNER SIGNATURE: [signature] Date 6-29-00

The owner and product identified above meet all requirements for the coverage requested, and the coverage charge has been paid.

DEALER SIGNATURE: Charles [illegible] Mgr Bus Development. ***Date*** 6/14/00

TRANSFER -The unexpired portion of this Secure Extended Repair Coverage may be transferred with John Deere's approval (see Section H on back for complete details). Complete the section below to request transfer.

PURCHASER APPLICATION:	DEALER NUMBER CHARGED	PURCHASER NAME			
☐ Forestry or Severe Duty ☐ Commercial ☐ Government ☐ Rental ☐ Forestry Extreme Duty		ADDRESS (Street, RR)	(City/Town)	(State/Province)	(Zip/Postal Code)

DATE MACHINE SOLD	TRANSFER HOURMETER READING	DATE INSPECTION COMPLETED & APPROVED	SIGNATURE OF NEW BUYER	DATE	DEALER CONFIRMATION	DATE
			X		X	

CUSTOMER

Application For SECURE® Extended Repair Coverage

FOR JOHN DEERE CONSTRUCTION, UTILITY, AND FORESTRY PRODUCTS

The John Deere equipment owner (or lessee) identified below ("Owner") hereby applies to John Deere Construction Equipment Company (John Deere Limited Construction Equipment Division, in Canada) ("John Deere") for John Deere SECURE Extended Repair Coverage, in accordance with the terms set forth on both sides of this document, for the John Deere product identified below.
Owner desires the SECURE Extended coverage option(s) checked below:

1. APPLICATION GROUP

CHECK ONE:

☐ COMMERCIAL ☒ GOVERNMENTAL ☐ RENTAL (84 months / 10,000 hours maximum coverage)

☐ FORESTRY or SEVERE DUTY* ☐ FORESTRY EXTREME DUTY** (36 months / 5,000 hours maximum coverage)

* Severe Duty applications are: Demolition, Chemical Plant, Steel Mill, and Land Fill Applications, and any other applications that are similarly destructive or involve similarly heavy duty.
**Forestry Extreme Duty applications are: Skidder with oversize wheel/tires or any dual wheel/tires.

2. COVERAGE TYPE & DURATION

CHECK FULL MACHINE, ANY ONE POWERTRAIN OPTION, OR A COMBINATION OF FULL MACHINE AND ANY ONE POWERTRAIN OPTION.

FOR EACH COVERAGE OPTION SELECTED, CHECK THE APPLICABLE STANDARD WARRANTY IN THE LIST ON THE LEFT, THEN CHECK THE TOTAL MONTHS/HOURS DESIRED. Note: Months/hours selected may not exceed maximum specified for the designated application group in Box 1, above.

☒ FULL MACHINE

EXPIRATION - FIRST TO OCCUR (Months or Hours)

Standard Warranty	months after first retail purchase *** 12	24	36	48	60	72	84
	months after expiration of corresponding standard warranty						
☐ 6 + 6	6	18	30	42	54	66	78
☒ 6 + 0	6	18	30	42	54	66	78
☐ 12 + 0	NA	12	24	36	48	60	72

HOURS	12	24	36	48	60	72	84
500							
1000							
1500							
2000							
2500							
3000							
4000							
5000							
~~XXXX~~ 6500				XX			
7000							
8000							
9000							
10000							

☐ POWERTRAIN PLUS HYDRAULICS or
☐ POWERTRAIN or
☐ ENGINE ONLY

EXPIRATION - FIRST TO OCCUR (Months or Hours)

Standard Warranty	months after first retail purchase *** 12	24	36	48	60	72	84
	months after expiration of corresponding standard warranty						
☐ 6 + 6	NA	12	24	36	48	60	72
☐ 6 + 0	6	18	30	42	54	66	78
☐ 12 + 0	NA	12	24	36	48	60	72

HOURS	12	24	36	48	60	72	84
500							
1000							
1500							
2000							
2500							
3000							
4000							
5000							
6000							
7000							
8000							
9000							
10000							

*** Less duration of rental, demonstration, or other usage, if any, prior to first retail purchase or lease.

3. OIL ANALYSIS DISCOUNT

A discounted contract price is available for SECURE Extended coverage. To qualify for this discounted price, the customer must agree to participate in the Deere OilScan Plus oil sampling program. Samples must be taken and submitted per Deere's OilScan Plus program instructions at 250 hour intervals on the engine, and at 500 hour intervals on other systems until the SECURE Extended coverage period ends. All expenses associated with the sampling and analysis will be the Owner's responsibility. See dealer for program instructions.

CHECK ONE: ☐ ACCEPTED ☒ DECLINED

OWNER NAME: Nassau County Board of County Commissioners

ADDRESS (Street, RR): P. O. Box 4000 (City/Town): Fernandina Beach (State/Province): FL (Zip/Postal Code): 32035-4000

DEALER NUMBER: 9008

DEALER NAME: Industrial Tractor Company, Inc.

ADDRESS (City/Town): Jacksonville (State/Province): FL PREPARED BY: D. Russo

PRODUCT DESCRIPTION	MODEL	PRODUCT DESCRIPTION	HOURMETER READING	PRODUCT ID. NUMBER (PIN)	DELIVERY DATE
	JD/670C	Motor Grader STK# 9716		DW670CX576788	

IMPORTANT NOTE TO OWNER: - Complete terms of John Deere's Secure Extended Repair Coverage are set forth on this document. Please read both sides carefully before signing. YOUR RIGHTS AND REMEDIES IN CONNECTION WITH SECURE EXTENDED REPAIR COVERAGE ARE LIMITED AS INDICATED ON BOTH SIDES OF THIS DOCUMENT. WHERE PERMITTED BY LAW, JOHN DEERE PRODUCTS CARRY NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS. John Deere's Secure Extended Repair Coverage is not insurance.

OWNER RESPONSIBILITIES. After the product's SECURE Warranty coverage expires, the owner (lessee, for leased products) will be responsible for the first **$200** of repair cost for each repair event covered by SECURE Extended, except for covered repairs to the product's (1) engine or powertrain, (2) hydraulics (if Secure Extended Powertrain Plus Hydraulics coverage is the only coverage in effect).

ACKNOWLEDGEMENTS: I have read and understand the terms, including limitations and exclusions, of John Deere's Secure Extended Repair Coverage, and understand that it is not insurance. I also understand that the coverage applied for herein is not effective unless and until I (1) pay the charge for this coverage, and (2) receive written confirmation of Secure Extended coverage from John Deere.

OWNER SIGNATURE: [signature] Date 6-29-00

The owner and product identified above meet all requirements for the coverage requested, and the coverage charge has been paid.

DEALER SIGNATURE: Charles T. [signature] Mgr Bus Development ***Date*** 6/1/00

TRANSFER -The unexpired portion of this Secure Extended Repair Coverage may be transferred with John Deere's approval (see Section H on back for complete details). Complete the section below to request transfer.

PURCHASER APPLICATION: ☐ Forestry or Severe Duty ☐ Commercial ☐ Government ☐ Rental ☐ Forestry Extreme Duty	DEALER NUMBER CHARGED	PURCHASER NAME			
		ADDRESS (Street, RR)	(City/Town)	(State/Province)	(Zip/Postal Code)
DATE MACHINE SOLD	TRANSFER HOURMETER READING	DATE INSPECTION COMPLETED & APPROVED	SIGNATURE OF NEW BUYER X	DATE	DEALER CONFIRMATION X	DATE

Customer Purchase Order for John Deere Construction Equipment Company Products

A 42060

CUSTOMER'S NAME & ADDRESS (First Signer)			
NAME (First, Middle Initial, Last): Nassau County Board of Co. Comm.			
(SECOND LINE OF OWNER NAME):			
STREET OR RR: P. O. Box 4000			
CITY: Fernandina Beach	STATE: FL	ZIP CODE: 32035-4000	
COUNTY: Nassau	PURCHASER ACCT.: 716935	PHONE NUMBER: 904-321-5700	
CUSTOMER'S NAME & ADDRESS (Second Signer)			
NAME:			
STREET OR RR:			
CITY:	STATE:	ZIP CODE:	

DATE OF ORDER	COMPANY UNIT	DEALER ORDER NO.	DEALER ACCOUNT NO.
5/2/00			9008

CASH SALE	LEASE	TIME SALE	☐ SOC. SEC. ☐ IRS NO. ☐ EIN NO.	CUSTOMER SALES TAX EXEMPT. NO.
	X		59-1863042	55-04-005905-53C

SELLER'S NAME & ADDRESS
Industrial Tractor Company, Inc.
6870 Philips Highway
Jacksonville, FL 32216

CUSTOMER IS: XX Business ☐ Individual

ADD CUSTOMER NAME TO MAIL LIST (Check One or More): ☐ Construction ☐ Utility ☐ Forestry ☐ Government

Enter Marketing Codes in boxes at right using the list printed on the Instruction Sheet as reference. ▶ PURCHASER TYPE CODE: 4 MARKET USE CODE: 49

SECURE EXTENDED IS: XX Accepted _____ (Initials) ☐ Rejected _____ (Initials)

LOCATION OF FIRST WORKING USE ▶ COUNTY: Nassau CITY: Hilliard STATE: FL COUNTY CODE: 089

I (We), the undersigned, hereby order from you the Equipment described below, to be delivered as shown below. This order is subject to your ability to obtain such Equipment from the manufacturer and you shall be under no liability if delivery of the Equipment is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond your control. The price shown below is subject to your receipt of the Equipment prior to any change in price by the manufacturer. It is also subject to any new or increased taxes imposed upon the sale of the Equipment after the date of this order.

QTY.	NEW	DEMO	RENTAL	USED	EQUIPMENT (Give Model, Size & Description) (Hours of Use)	PRODUCT IDENTIFICATION NO.	DELIVERED CASH PRICE	
1	X				John Deere 670C Motor Grader STK#9717	DW670CX576789	127,351	00
1	X				John Deere 670C Motor Grader STK#9716	DW670CX576788	127,351	00
1	X				John Deere 670C Motor Grader STK#9720	DW670CX576813	127,351	00
1	X				John Deere 670C Motor Grader STK# 9727	DW670CX 576859	127,351	00
						1. TOTAL CASH PRICE	509,404	00

IMPORTANT WARRANTY NOTICE: The written new equipment warranty for John Deere Construction Equipment Company (John Deere) products, "SECURE Warranty", is printed on the back of this Purchase Order and is a part of this contract. Please read it carefully before signing. No express warranty is made unless identified on this Purchase Order. **YOUR RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS INDICATED ON BOTH SIDES OF THIS PURCHASE ORDER. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS IS MADE.**

USED JOHN DEERE PRODUCTS ONLY: John Deere will transfer remaining SECURE Warranty coverage to the purchaser of a used John Deere product that has been used for less than the full period of the SECURE Warranty coverage provided at the product's original retail purchase. This transfer is not effective unless and until John Deere's written confirmation of transfer, indicating when the transferred coverage will expire, is received by the purchaser. ALL THE TERMS, INCLUDING LIMITATIONS AND EXCLUSIONS, OF THE JOHN DEERE SECURE WARRANTY COVERAGE ORIGINALLY PROVIDED FOR THE PRODUCT REMAIN APPLICABLE.

I (We) offer to sell, transfer, and convey the following item(s) at or prior to the time of delivery of the above Equipment, as a "trade-in" to be applied against the cash price. Such item(s) shall be free and clear of all security agreements, liens, and encumbrances at the time of transfer to you. The following is a description and the price to be allowed for each item.

QTY.	DESCRIPTION OF TRADE-IN	PRODUCT IDENTIFICATION NO.	AMOUNT	
1	JD 670B Motor Grader	DW670BX536764	28,000	00
1	JD 670B Motor Grader	DW670BX536765	28,000	00
1	JD 670B Motor Grader	DW670BX536763	30,000	00
1	JD 670B Motor Grader	DW670BX538783	30,000	00
		2. TOTAL TRADE-IN ALLOWANCE	116,000	00
		3. BALANCE	393,404	00
		4. SALES TAX	EXEMPT	
		5. SUB-TOTAL	393,404	00
		6. RENTAL APPLIED		
		7. CASH WITH ORDER	134,000	00
		8. BALANCE DUE	259,404	00

ACKNOWLEDGMENTS: I (We) promise to pay the balance due (line 8) shown hereon in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Equipment, plus additional charges shown thereon, or to execute a Lease Agreement, on or before delivery of the Equipment ordered herein. Despite physical delivery of the Equipment, title shall remain in the seller until one of the foregoing is accomplished.

I (We) understand that my (our) rights in connection with this purchase are limited as set forth on both sides of this Purchase Order.

Customer's Signature _____ Accepted By _____ (Authorized Signature of Seller)

Customer's Signature _____ Date Accepted _____ Salesman _____

DELIVERY ACKNOWLEDGEMENT ▶	DELIVERED WITH OPERATOR'S MANUAL ON:	SIGNATURE: (CUSTOMER)

Municipal/Governmental Lease Purchase Agreement

LEASE NUMBER	DEALER ACCT. NO.
	17-9008

LEASE PURCHASE AGREEMENT ("this Lease") entered into as of the 20 day of **June, 2000**, between **Deere Credit, Inc.** ("Lessor") and **NASSAU COUNTY BOARD OF COMMISSIONERS** a municipal corporation or political subdivision of the State of **FL** ("Lessee").

1. **TERMS & PAYMENTS** - Lessor leases to Lessee, and Lessee leases from Lessor, the equipment described in one or more Exhibits, attached to and made a part of this lease. The term "Equipment" as used herein shall refer collectively to the equipment described in all Exhibits attached to this Lease. Lessee agrees to pay Lease Payments in advance on the dates shown on various Exhibits which may be attached to this Lease and executed by Lessor and Lessee from time to time (collectively referred to as "Payment Schedule") with a portion of each Lease Payment to represent payment of interest and a portion to represent payment of principal as shown on the Payment Schedule.

2. **PROPERTY TAXES, LICENSE FEES, ETC.** - In addition to the Lease Payments to be made pursuant to Section 1, Lessee agrees to pay, and to indemnify and hold Lessor harmless from all license, sales, use, personal property or other taxes, penalties, fines, interest or charges of any kind that may be assessed or charged against the Equipment or use thereof.

3. **LESSEE'S COVENANTS & REPRESENTATIONS** - Lessee represents and warrants as follows for the benefit of Lessor (all such representations and warranties being continuing), and is delivering an opinion of its counsel dated the date hereof, in form and substance satisfactory to Lessor, confirming that Lessee has the authority to enter into this Lease and make the following Representations and warranties:

   3.1 Lessee is a public body corporate and politic, or political subdivision thereof, legally existing under the laws of the State of : FL

   3.2 This lease has been duly authorized, executed and delivered to Lessee;

   3.3 This lease is a legal, valid and binding obligation of lessee, enforceable in accordance with its terms.

   Lease further represents and warrants as follows:

   3.4 Lessee will do all things lawfully within its power to obtain and maintain funds from which the Lessee payments may be made, including making provision for such payments to the extent necessary in each biannual or annual budget submitted for the purpose of obtaining funding, using its bona fide best efforts to have such portion of the budget approved and exhausting all available reviews and appeals in the event such portion of the budget is not approved. To the knowledge of Lessee, there are no circumstances affecting the Lessee that could reasonably be expected to alter its foreseeable need for the Equipment or adversely affect its ability or willingness to budget funds for the payment of sums due hereafter.

   3.5 There are no actions, lawsuits or proceedings pending or, to the knowledge of Lessee, threatened against or affecting Lessee in any court or before any governmental commission, board or authority which, if determined adversely against Lessee, would have a material adverse effect on the ability of Lessee to perform its obligation under this lease.

   3.6 Lessee does not have budgeted in its current fiscal period Sufficient funds to purchase the Equipment for cash.

   3.7 This lease will not constitute a "private activity bond" within the meaning of Section 141 of the Internal Revenue Code in that Lessee will not sublease the Equipment, nor will Lessee enter into any management, output, or similar types of contracts where more than 10 percent of the proceeds of the lease-purchase agreement will be used for one or more private business uses or where the payment of the principal of, or interest on, more than 10 percent of the proceeds of this Lease will be made, either directly or indirectly, by payments, property, or monies borrowed by private business users. (The term "private business use" means any direct or indirect use in a trade or business carried on by an individual or entity other than a state or local government unit, including use by the Federal Government or any agency thereof. A special exemption is Provided for "exempt facility bonds" and "501(c) (3) [tax-exempt organization] bonds")

   3.8 This Lease will be used for government or 501(c) (3) purposes and, thus, will not constitute an investment. This Lease was not created for the purpose of arbitrage. Nevertheless, should a "Certificate of Arbitrage" be required, this Section is deemed to be such a Certificate, executed and delivered in accordance with the provisions of Section 1.103-13, 1.103-14 and 1.103-15 of the Income Tax Regulations. And by the signature of the Lessee below, the Lessee certifies that the Lessee has not been notified by the Internal Revenue Service of any listing or proposed listing of the Lessee as an issuer whose arbitrage certificate may be relied upon.

   3.9 Lessee will report this Lease to the Internal Revenue Service by filing form 8038-G or 8038-GC, whichever is appropriate. Lessee understands that failure to do so will cause the Lease to lose its tax-exempt status. Therefore, Lessee agrees that if it fails to file the appropriate form, the interest rate set forth in the Payment Schedule will be adjusted to an equivalent taxable interest rate

4. **NON-APPROPRIATION OF FUNDS**

   4.1 In the event funds are not budgeted and appropriated in any fiscal year for Lease Payments due under this Lease for the then current or succeeding fiscal year, this Lease shall impose no obligation on the Lessee as to such current or succeeding fiscal year and shall become null and void except as to the Lease Payments herein agreed upon for which funds shall have been appropriated and budgeted, and no right of action or damage shall accrue to the benefit of Lessor, its successors or assigns, for any further payments.

   4.2 If the provisions of Section 4.1 are utilized by Lessee, Lessee agrees To immediately notify the Lessor or his assignee of the Lease if funds Are not budgeted and appropriated, to peaceably surrender possession Of the Equipment to Lessor or its assignee and that it will not purchase, lease or rent equipment performing functions similar to those performed by the Equipment for a period of (90) days from the date of surrender of the EquipmenL

5. **EARLY TERMINATION / PREPAYMENT** – In the event Lessee should desire to terminate this Lease in its entirety or for any piece of equipment described in any Exhibit attached hereto, or prepay its obligation on any Lease Payment due date prior to the end of the Lease Term, for reasons other than nonappropriation of funds as described in Section 4, the following options are available:

   5.1 Lessee may request Lessor to sell the Equipment for a fair market price, and Lessee shall pay Lessor the Termination Value shown on the Payment Schedule less the net proceeds received from the sale of the EquipmenL

   5.2 Lessee, having complied with the terms and conditions of this Lease, shall have the option to prepay its obligation by paying the Termination Value shown on the Payment Schedule.

6. **NEW EQUIPMENT WARRANTY** – Lessee acknowledges and agrees (a) that the Equipment was selected by Lessee; (b) that Lessee is satisfied that the same is suitable for its purpose; © that Lessor is not a manufacturer thereof nor a dealer in property of such kind; and (d) THAT LESSOR HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION OR WARRANTY OR COVENANT WITH RESPECT TO THE MERCHANTABILITY, AND CONDITION, QUALITY, DESCRIPTION, DURABILITY, OR SUITABILITY OF ANY SUCH UNIT IN ANY RESPECT OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF LESSEE. Lessor hereby assigns to Lessee, to The extent assignable, any warranties, covenants, and representations of the Vendor with respect to the Equipment, provided that any action taken by Lessee by reason thereof shall be at the sole expense of the Lessee and shall be consistent with Lessee's obligations pursuant to the terms of this Agreement.

7. **DEFAULT & LESSOR'S REMEDIES**

   7.1 The occurrence of one or more of the following events shall constitute an Event of Default, whether occurring voluntarily, by operation of law or pursuant to any order of any court or governmental agency:

   7.1.1 Failure by Lessee to pay any Lease Payment within thirty (30) days of the time specified;

   7.1.2 Lessee's failure to comply with any other covenant, condition or agreement of Lessee hereunder for a period of thirty (30) days after notice thereof;

   7.1.3 Lessee shall make, permit or suffer any unauthorized assignment, transfer or other disposition of this Lease, or any interest herein or of any item(s) of the Equipment or interest therein:

   7.1.4 Any other event, the occurrence of which causes Lessor to deem itself insecure.

   7.2 Upon the occurrence of any Event of Default specified herein, Lessor May exercise any or all of the following remedies:

   7.2.1 Enforce this Lease by appropriate action to collect amounts due or To become due hereunder, by acceleration or otherwise.

ADDITIONAL PROVISIONS CONCERNING RIGHTS OF THE PARTIES ON THE REVERSE SIDE ARE PART OF THIS AGREEMENT

LESSOR: DEERE CREDIT, INC

By _____

Title Area Sales Manager

Date accepted June 14 2000

LESSEE: NASSAU COUNTY BOARD OF COMMISSIONERS

By _____

Title CHAIRMAN

J.M. "Chip" Oxley, Jr.
Ex-Officio Clerk

ADDITIONAL PROVISIONS CONCERNING RIGHTS OF THE PARTIES

7.2.2 Terminate this Agreement and repossess the Equipment, in which event Lessee shall be liable for a any mounts payable hereunder through the date of such termination and all costs and expenses (including, but not limited to reasonable attorney's fees) incurred by Lessor in connection therewith.

7.2.3 Sell the Equipment at public or private sale. In the event the proceeds of such sale, less the costs of repossession (including reasonable attorney's fees and the costs of sale) and less any past due Lease Payments or interest owing by Lessee (the "disposition credit"), do not equal the applicable Termination Value on the current Lease Payment date, then Lessee shall be liable for the difference between said disposition credit and such Termination Value.

7.2.4 Pursue and exercise any other remedy available at law or in equity, in which event Lessee shall be liable for any and all costs and expenses (including but not limited to reasonable attorney's fees) incurred by lessor in connection therewith.

8. **INTEREST ON DEFAULT-** If Lessee fails to pay any Lease Payment(s) specified in Section 1 within ten (10) days after the date due, Lessee shall pay Lessor interest on such delinquent Lease Payment(s) from the due date until paid at the lower of twelve percent (12%) per annum or the highest rate permitted by law.

9. **ASSIGNMENT & SUBLEASE**
LESSEE SHALL NOT SELL, ASSIGN, TRANSFER, PLEDGE OR HYPOTHECATE THIS LEASE, THE EQUIPMENT OR ANY PART THEREOF, OR ANY INTEREST THEREIN, OR PERMIT THE EQUIPMENT OR ANY PART THEREOF TO BE USED BY ANYONE OTHER THAN LESSEE OR ITS EMPLOYEES. EXCEPT TO ITS CORPORATE AFFILIATES, LESSOR SHALL NOT SELL, ASSIGN, TRANSFER, PLEDGE OR HYPOTHECATE THIS LEASE TO ANYONE.

10. **TITLE-** Title to the Equipment shall pass to Lessee immediately upon acceptance of the Equipment by Lessee, subject to Lessor's security interest. Upon termination of this Lease under Section 4, Section 5.1 or Section 7, title to the Equipment shall revert to Lessor.

11. **SECURITY INTEREST-** As security for Lessee's covenants and obligations under this Lease, Lessee grants to Lessor and its assignee a security interest in the Equipment and all attachments, additions, accessions and substitutions to or for the Equipment. Lessee agrees to execute such additional documents, including financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest.

12. **LOSS OR DAMAGE TO EQUIPMENT-** All risk of loss or damage to the Equipment is assumed by Lessee until it is returned to Lessor. In the event of total loss of the Equipment, Lessee shall pay Lessor the Termination Value shown on the Payment Schedule for the current Lease Payment date, less proceeds of insurance and salvage value of the Equipment.

13. **INSURANCE**

13.1 Lessee, at its own expense, will carry Comprehensive General Liability insurance including contractual liability with minimum limits of $1,000,000 bodily injury each occurrence and $250,000 property damage each occurrence. Lessee also agrees to have its insurer include Lessor and its assigns as Additional Insureds.

13.2 Lessee, at its own expense, shall keep the Equipment insured against all risk of physical damage for no less than its actual cash value. Such insurance shall include a loss payable clause made out in favor of the Lessor, and the proceeds of same insurance, at the option of Lessor, shall be applied toward the replacement, restoration or repair of said Equipment, or to payment of any obligation to Lessee hereunder. PAYMENT OF ANY INSURANCE PROCEEDS SHALL NOT AFFECT LESSEE'S OBLIGATIONS UNDER SECTION 12, INCLUDING ITS OBLIGATION TO PAY ANY DIFFERENCE BETWEEN TERMINATION VALUE/OPTION PRICE AND INSURANCE PROCEEDS AND SALVAGE PROCEEDS RECEIVED BY LESSOR. Alternatively, upon prior approval by Lessor, Lessee may meet this requirement by furnishing Lessor with satisfactory proof of self-insurance and of Lessee's ability to meet its obligations hereunder.

13.3 Lessee shall deliver to Lessor certificates or other evidence satisfactory to Lessor that insurance is maintained as required under Section 13.1 and 13.2 until Lessee is no longer liable for loss or damage to the Equipment as provided in Section 12 hereof. Such insurance shall be effective from the date of the Lease and shall include a clause obligating the insurer to give Lessor not less than fifteen (15) days prior written notice of any material change in or cancellation of the insurance. If Lessee fails to deliver evidence of physical damage insurance or to maintain such insurance in force until Lessee is no longer liable for loss or damage to the Equipment under Section 12, it is understood the Lessor may, but shall not be obligated to purchase such insurance. Lessee agrees to pay the cost thereof at such time as Lessor demands or to have to cost thereof added to the Lease Payments due hereunder, at the sole discretion of Lessor.

Lessee's Initials

UNIFORM COMMERCIAL CODE

STATE OF FLORIDA
FINANCING STATEMENT

FORM UCC-1 (REV. 1993)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor (Last Name First if an Individual) NASSAU COUNTY BOARD OF COMMISSIONERS		1a. Date of Birth or FEI# 59-186 3042
1b. Mailing Address PO BOX 386	1c. City, State HILLIARD, FL	1d. Zip Code 32046
2. Additional Debtor or Trade Name (Last Name First if an Individual)		2a. Date of Birth or FEI#
2b. Mailing Address	2c. City, State	2d. Zip Code
3. Secured Party (Last Name First if an Individual) DEERE CREDIT, INC.		
3a. Mailing Address 1415 28TH, ST., PO BOX 65090	3b. City, State WEST DES MOINES, IA	3c. Zip Code 50265
4. Assignee of Secured Party (Last Name First if an Individual)		
4a. Mailing Address	4b. City, State	4c. Zip Code

5. This Financing Statement covers the following types or items or property [Include description of real property on which located and owner of record when required. If more space is required, attach additional sheet(s)].

2000 JOHN DEERE 670C GRADER S/N DW670CX576789

2000 JOHN DEERE 670C GRADER S/N DW670CX576788

2000 JOHN DEERE 670C GRADER S/N DW670CX576813

2000 JOHN DEERE 670C GRADER S/N DW670CX576859

LEASE ACCOUNT# 999993599

6. Check only if Applicable: ☐ Products of collateral are also covered. ☐ Proceeds of collateral are also covered. ☐ Debtor is transmitting utility.

7. Check appropriate box: (One box must be marked) ☐ All documentary stamp taxes due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid. ☒ Florida Documentary Stamp Tax is not required. FL-SOS

8. In accordance with s. 679.402(2), F.S., this statement is filed without the Debtor's signature to perfect a security interest in collateral:
☐ already subject to a security interest in another jurisdiction when it was brought into this state or debtor's location changed to this state.
☐ which is proceeds of the original collateral described above in which a security interest was perfected.
☐ as to which the filing has lapsed. Date filed _____ and previous UCC-1 file number _____
☐ acquired after a change of name, identity, or corporate structure of the debtor.

9. Number of additional sheets presented: _____

This Space for Use of Filing Officer

10. Signature(s) of Debtor(s)
NASSAU COUNTY BOARD OF COMMISSIONERS
J.M. "Chip" Oxley, Jr.
Ex-Officio Clerk

11. Signature(s) of Secured Party or if Assigned, by Assignee(s)
DEERE CREDIT, INC.
Team Leader Manager

12. Return Copy to:

Name: DEERE CREDIT INC.
Address: PO BOX 65090
Address: WEST DES MOINES, IA 50265
City, State, Zip:

FILING OFFICER COPY

STANDARD FORM - FORM UCC-1

Approved by Secretary of State, State of Florida

JOHN DEERE CREDIT

Customer Responsibility for Physical Damage Insurance

essee NASSAU COUNTY BOARD OF COMMISSIONERS
P.O. BOX 386, HILLIARD, FL 32046

Application Number 50581

'HYSICAL DAMAGE INSURANCE for the equipment on the attached lease will be provided by the agency listed below:

lame of Agency	Phone Number of Agency
lailing Address of Agency	Fax Number of Agency

(We) agree and understand that under the terms of my (our) Lease Agreement with you; I (We) must at all times eep the Goods insured against all risk loss, damage, or destruction for its full-insurable value, with Deere Credit, ic listed as loss payee.

6-27-00

essee Signature Nick D. Deonas, Chairman J.M. "Chip" Oxley, Jr. Ex-Officio Clerk Date

:o-Lessee Signature (if applicable) Date

end to Deere Credit Services with the Lease Agreement

Loss Payee: Deere Credit, Inc.
P.O. Box 65090
West Des Moines, IA 50265-0090

Equipment Description

ITY	Manuf.	Model	Equipment Description	Serial #
	JD	670C	2000 GRADER	DW670CX576789
	JD	670C	2000 GRADER	DW670CX576788
	JD	670C	2000 GRADER	DW670CX576813
	JD	670C	2000 GRADER	DW670CX576859

Deere Credit, inc. Office Use Only

ontact Date(s):	Contact Name:	
olicy #:	Expiration Date:	Insured Value:
oss Payee Deere Credit, Inc.?] Yes ☐Will Be Added	Verified By:	

App 50581

MUNICIPAL GOVERNMENTAL LEASE PURCHASE AGREEMENT

DESCRIPTION OF EQUIPMENT

LESSEE	NASSAU COUNTY BOARD OF COMMISSIONERS P.O. BOX 386, HILLIARD, FL 32046	LEASE NUMBER
LESSOR	**DEERE CREDIT, INC. 1415 28TH ST., WEST DES MOINES, IA 50265**	DATE OF LEASE 06/20/2000

DESCRIPTION OF EQUIPMENT	SERIAL NUMBER
JD 670C 2000 GRADER	DW670CX576789
JD 670C 2000 GRADER	DW670CX576788
JD 670C 2000 GRADER	DW670CX576813
JD 670C 2000 GRADER	DW670CX576859

Lessor hereby leases to Lessee the above-described Equipment, subject to the terms and conditions of the above-referenced Lease.

Lessor: Deere Credit, Inc.

By _____

Title _____

Date Signed _____

Lessee has on this date received and accepted, subject to the terms and conditions of the above-referenced Lease, the above-described Equipment, which is in good condition and repair and complies in all respects with Lessee's specifications.

Lessee: NASSAU COUNTY BOARD OF COMMISSIONERS

By _____ Chairman

Title _____

Date Signed 6-29-00

J.M."Chip" Oxley, Jr.
Ex-Officio Clerk

App50581

MUNICIPAL GOVERNMENTAL LEASE PURCHASE AGREEMENT
EXHIBIT B
PAYMENT/AMORTIZATION SCHEDULE

NASSAU COUNTY BOARD OF COMMISSIONERS - 4 670C MOTOR GRADERS

Compound Period .....: Monthly

Nominal Annual Rate ..: 5.750 %

CASH FLOW DATA

	Event	Start Date	Amount	Number	Period	End Date
1	Loan	06/20/2000	259,404.00	1		
2	Payment	07/20/2000	0.00	6	Monthly	12/20/2000
3	Payment	01/20/2001	72,933.08	1		
4	Payment	02/20/2001	0.00	11	Monthly	12/20/2001
5	Payment	01/20/2002	72,933.08	1		
6	Payment	02/20/2002	0.00	11	Monthly	12/20/2002
7	Payment	01/20/2003	72,933.08	1		
8	Payment	02/20/2003	0.00	11	Monthly	12/20/2003
9	Payment	01/20/2004	72,933.08	1		

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	06/20/2000				259,404.00
1	07/20/2000	0.00	1,242.98	1,242.98-	260,646.98
2	08/20/2000	0.00	1,248.93	1,248.93-	261,895.91
3	09/20/2000	0.00	1,254.92	1,254.92-	263,150.83
4	10/20/2000	0.00	1,260.93	1,260.93-	264,411.76
5	11/20/2000	0.00	1,266.97	1,266.97-	265,678.73
6	12/20/2000	0.00	1,273.04	1,273.04-	266,951.77
2000	Totals	0.00	7,547.77	7,547.77-	
7	01/20/2001	72,933.08	1,279.14	71,653.94	195,297.83
8	02/20/2001	0.00	935.80	935.80-	196,233.63
9	03/20/2001	0.00	940.29	940.29-	197,173.92
10	04/20/2001	0.00	944.79	944.79-	198,118.71
11	05/20/2001	0.00	949.32	949.32-	199,068.03
12	06/20/2001	0.00	953.87	953.87-	200,021.90
13	07/20/2001	0.00	958.44	958.44-	200,980.34
14	08/20/2001	0.00	963.03	963.03-	201,943.37
15	09/20/2001	0.00	967.65	967.65-	202,911.02
16	10/20/2001	0.00	972.28	972.28-	203,883.30
17	11/20/2001	0.00	976.94	976.94-	204,860.24
18	12/20/2001	0.00	981.62	981.62-	205,841.86
2001	Totals	72,933.08	11,823.17	61,109.91	
19	01/20/2002	72,933.08	986.33	71,946.75	133,895.11
20	02/20/2002	0.00	641.58	641.58-	134,536.69

NASSAU COUNTY BOARD OF COMMISSIONERS - 4 670C MOTOR GRADERS

	Date	Payment	Interest	Principal	Balance
21	03/20/2002	0.00	644.65	644.65-	135,181.34
22	04/20/2002	0.00	647.74	647.74-	135,829.08
23	05/20/2002	0.00	650.85	650.85-	136,479.93
24	06/20/2002	0.00	653.97	653.97-	137,133.90
25	07/20/2002	0.00	657.10	657.10-	137,791.00
26	08/20/2002	0.00	660.25	660.25-	138,451.25
27	09/20/2002	0.00	663.41	663.41-	139,114.66
28	10/20/2002	0.00	666.59	666.59-	139,781.25
29	11/20/2002	0.00	669.79	669.79-	140,451.04
30	12/20/2002	0.00	672.99	672.99-	141,124.03
2002	Totals	72,933.08	8,215.25	64,717.83	
31	01/20/2003	72,933.08	676.22	72,256.86	68,867.17
32	02/20/2003	0.00	329.99	329.99-	69,197.16
33	03/20/2003	0.00	331.57	331.57-	69,528.73
34	04/20/2003	0.00	333.16	333.16-	69,861.89
35	05/20/2003	0.00	334.75	334.75-	70,196.64
36	06/20/2003	0.00	336.36	336.36-	70,533.00
37	07/20/2003	0.00	337.97	337.97-	70,870.97
38	08/20/2003	0.00	339.59	339.59-	71,210.56
39	09/20/2003	0.00	341.22	341.22-	71,551.78
40	10/20/2003	0.00	342.85	342.85-	71,894.63
41	11/20/2003	0.00	344.50	344.50-	72,239.13
42	12/20/2003	0.00	346.15	346.15-	72,585.28
2003	Totals	72,933.08	4,394.33	68,538.75	
43	01/20/2004	72,933.08	347.80	72,585.28	0.00
2004	Totals	72,933.08	347.80	72,585.28	
Grand Totals		291,732.32	32,328.32	259,404.00	

J. M. "Chip" Oxley, Jr.
Ex-Officio Clerk

LESSOR: DEERE CREDIT, INC.

BY: [illegible]

TITLE: Area Sales Manager

DATE ACCEPTED: June 14 2000

LESSEE:

BY: [illegible]

TITLE: Chairman

DATE: 6-29-00

Industrial Tractor Company

AN AGREEMENT

P.O. Box 17309
Jacksonville, FL 32245-7309
904/296-5000
FAX: 904/296-0525

☐ P.O. Box 2439
Lake City, FL 32056
904/752-9544
FAX: 904/755-6882

☐ P.O. Box 8345
Savannah, GA 31412
912/964-7370
FAX: 912/964-1822

☐ P.O. Box 1814
Brunswick, GA 31521
912/264-6161
FAX: 912/264-5263

☐ 136 Acres Dr.
Ladson, SC 29456
803/572-0400
FAX: 803/572-7746

DATE OF AGREEMENT 4/17/00

SHIP ON OR ABOUT A.S.A.P. 19

AT Hilliard, Nassau Co., Florida

VIA truck Collect ☐ Prepaid ☐ Invoice ☐ New XX Used ☐ X

Customer Nassau Co. Bd. of Co. Comm.

Address P. O. Box 4000

City Fernandina Beach State FL Zip 32035-4000

Phone No. 904-321-5700

Customer Account No.: 716935

☐ RENTAL
XX PURCHASE (4) New John Deere 670C Motor Graders $127,351.00 Each

MARKET USE CODE - S/N# DW670CX576789 STK#9717 S/N#DW670CX576788 STK#9716

PURCHASER TYPE - S/N#DW670CX576813 STK#9720 S/N#DW670CX576859 STK# 9727

Total: $509,404.00

Trade-in: (4) John Deere 670B Motor Graders Total of TradeIn: 116,000.00

S/N#DW670BX536764, S/N#DW670BX536765, S/N#DW670BX536763, S/N#DW670BX538783

Terms: Finance with John Deere Credit Down Payment: $134,000.00

Customer's P.O.#00000864-00

NOTICE TO CUSTOMER: Do not sign this contract before you read it or if it contains blank spaces. You are entitled to an exact copy of the contract you sign. THIS AGREEMENT IS SUBJECT TO PRICES IN EFFECT AT DATE OF DELIVERY OF MACHINE.

XX New Machine Warranty Note: 6 Month New Machine Warranty ☐ Used Machine-No Warranty, expressed or implied.
☐ Used Machine Warranty With: 5Yr/6500Hr. Full Secure Warranty "Buy & Try" or "As Is, Where Is"

INSURANCE:
XX Customer hereby certifies he has full property insurance covering the equipment being purchased or rented.

☐ Customer hereby requests seller to provide, at customer's expense, full property insurance covering the equipment being purchased or rented. COST:

Bill of Sale for Used Machine traded as described above:

For value received I/we hereby bargain and sell, grant and deliver unto INDUSTRIAL TRACTOR CO. INC., GRANTEE, all my rights, title and interest in the used machine(s) described above, offered in trade on machine(s) purchased by the undersigned customer. The undersigned customer covenants with said Grantee that undersigned customer is the lawful owner of said chattels, that they are free from all encumbrances, that undersigned customer has good right to sell the same, that undersigned customer will warrant and defend same against the lawful claims and demands of all persons. (This Bill of Sale is contingent upon and subject to acceptance of above dated sale by Seller.)

This Agreement is Subject to the Terms and Conditions Set Forth on the Reverse Hereof.

CUSTOMER ACKNOWLEDGES HE HAS READ THIS ENTIRE AGREEMENT, ACCEPTS IT AND ACKNOWLEDGES RECEIPT OF AN EXACT COPY THEREOF.

SUBMITTED FOR ACCEPTANCE

Charles L. Story
Salesman

ACCEPTED: INDUSTRIAL TRACTOR CO., INC.
JACKSONVILLE, FLORIDA

By Mgr. Ren. Dept.

Nassau Co. Bd. of Co. Comm.

By Chairman
Customer's Signature

J. M. "Chip" Oxley, Jr.
Ex-Officio Clerk

TOTAL COST AGREEMENT

THIS TOTAL COST AGREEMENT entered into by and between Industrial Tractor Company, Inc., hereinafter referred to as "Contractor", and Nassau County, a political subdivision of the State of Florida, by and through its Board of Country Commissioner hereinafter referred to as "County".

WITNESSETH:

1. Contractor hereby sells, and County hereby purchases, subject to the terms and conditions set out herein, the following equipment: (1) John Deere 670C Motor Grader S/N# DW670CX576813.

2. County agrees to pay to the Contractor the total cash purchase price of $127,351.00 f.o.b., Nassau County, Contractor will deliver a bill of sale acceptable to the County upon delivery of the equipment.

3. Contractor warrants that the equipment will be free from defect in design, workmanship and materials; will conform strictly to the specifications attaches; and will be fit and sufficient for the purpose intended as set out in the advertised bid specifications by the County. All warranties shall survive inspection, tests, acceptance or payment by the County.

4. Contractor agrees to repurchase from the County the equipment described in paragraph 1 at the end of 6500 hours of service (service meter hours) or 5 years from the date of delivery, whichever comes first. Contractor agrees to pay to the County the sum of $109,351.00 cash on delivery. The parties agree that the exercise of this provision shall be at the sole option of the County. The County agrees to notify Contractor in writing as soon as practicable of its election under this provision. Contractor agrees to complete the repurchase within thirty (30) days of receipt of said notice. Contractor agrees to pay transportation charges to its place of business. The parties agree that the repurchase is not a trade-in-value, and is not contingent on the purchase of new or used equipment from the Contractor thereafter.

5. The County shall have the right to retain or to sell, loan, lease, trade, or otherwise dispose of the equipment at its discretion. Upon the election of any of these options by the County, the County agrees to notify Contractor of this election within thirty (30) days of said election. Any such election by the County shall render the repurchase provisions of paragraph 4 null and void.

6. The Contractor warrants that the total cost to the County for operation and maintenance of 6500 hours or 5 years, whichever comes first, from the date of delivery of the equipment, except for these repairs, maintenance and operating costs which are the responsibility of the County as set out below, shall not exceed the sum of $ -0-.

7. The County agrees to assume the responsibility for all repair costs resulting from damage from fire, flood, windstorms, lightning, theft, vandalism, and operator's and mechanic's negligence.

8. The County agrees to assume all costs to repair and/or replace all parts and components normally consumed in

the day-to-day operation, such as lubricating oil, filters of all types, grease, fuel, antifreeze, cutting edges, batteries, glass breakage, tires, cleaning, painting, undercarriage wear, scraper elevator chains/and mechanical adjustment not necessitated by repairs.

9. The County agrees to pay the wages of operators and mechanics employed to operate and maintain the equipment and all Worker's Compensation Insurance.

10. The County agrees to pay the expense of maintaining insurance on the equipment.

11. The County agrees that the equipment will be operated only by personnel of the County.

12. The County agrees to maintain equipment in accordance with the manufacturer's recommendations which shall be supplied by the Contractor. The Contractor will retain the right to inspect the equipment and make recommendations for repairs at the County's convenience.

13. The County may, at its own expense, install or place in or on, or attach or affix to the equipment, such accessories as may be necessary or convenient to use the equipment for its intended purpose provided that such accessories do not impair the value or utility of the equipment. The Contractor must approve any modification before unit is modified. All such accessories may be removed by the County upon repurchase by the Contractor provided that any resulting damage shall be repaired at the County's expense. Any such equipment or accessories not removed shall become property of the Contractor.

14. ~~[illegible]~~

15. The Contractor reserves the right to examine the County's cost records and will have ninety (90) days to contest the preceeding year's parts costs. Otherwise, the records for the year will be considered acceptable to both parties.

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16. ~~[illegible]~~
SEE DISPUTES ON ATTACHED PAGE

17. The Contractor agrees to indemnify, defend, and hold the County harmless for any and all loss, liability, damages, claims or demands arising out of defective equipment provided under this agreement or negligent or unlawful acts, faulty work performance, or noncompliance with any local, state, or federal codes, ordinances, orders or statutes by the Contractor or its employees or representatives.

18. Neither this agreement nor either parties rights hereunder shall be assign except with written consent of the nonassigning party.

19. Time is of the essence of this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement this 28 day of June, A.D. 19 2000.

ATTEST:

William S. Carson Jr.

Denise D. Russo

BY: Industrial Tractor Company, Inc.

Charles G. Story
Mgr. Bus. Development

ATTEST:

APPROVED AS TO FORM:

NASSAU COUNTY

16. DISPUTES

Any dispute arising under this contract, which is not disposed of by agreement, shall be decided by a mediator, who shall reduce his/her decision to writing and furnish a copy to both parties. Claims disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or mediation rules as established by the Florida Supreme Court. Mediators shall be chosen from the Supreme Court approved list of mediators in the Fourth Judicial Circuit and the Cost of mediation shall be borne by the Consultant/Contractor. The decision of the mediator shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, or so grossly erroneous as to necessarily imply bad faith ro not supported by substantial evidence.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

NICK D. DEONAS
Its: Chairman

Attest:

J. M. "Chip" Oxley, Jr.
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney

MICHAEL S. MULLIN

TOTAL COST AGREEMENT

THIS TOTAL COST AGREEMENT entered into by and between Industrial Tractor Company, Inc., hereinafter referred to as "Contractor", and Nassau County, a political subdivision of the State of Florida, by and through its Board of Country Commissioner hereinafter referred to as "County".

WITNESSETH:

1. Contractor hereby sells, and County hereby purchases, subject to the terms and conditions set out herein, the following equipment: (1) John Deere 670C Motor Grader S/N#DW670CX576789.

2. County agrees to pay to the Contractor the total cash purchase price of $127,351.00 f.o.b., Nassau County, Contractor will deliver a bill of sale acceptable to the County upon delivery of the equipment.

3. Contractor warrants that the equipment will be free from defect in design, workmanship and materials; will conform strictly to the specifications attaches; and will be fit and sufficient for the purpose intended as set out in the advertised bid specifications by the County. All warranties shall survive inspection, tests, acceptance or payment by the County.

4. Contractor agrees to repurchase from the County the equipment described in paragraph 1 at the end of 6500 hours of service (service meter hours) or 5 years from the date of delivery, whichever comes first. Contractor agrees to pay to the County the sum of $109,351.00 cash on delivery. The parties agree that the exercise of this provision shall be at the sole option of the County. The County agrees to notify Contractor in writing as soon as practicable of its election under this provision. Contractor agrees to complete the repurchase within thirty (30) days of receipt of said notice. Contractor agrees to pay transportation charges to its place of business. The parties agree that the repurchase is not a trade-in-value, and is not contingent on the purchase of new or used equipment from the Contractor thereafter.

5. The County shall have the right to retain or to sell, loan, lease, trade, or otherwise dispose of the equipment at its discretion. Upon the election of any of these options by the County, the County agrees to notify Contractor of this election within thirty (30) days of said election. Any such election by the County shall render the repurchase provisions of paragraph 4 null and void.

6. The Contractor warrants that the total cost to the County for operation and maintenance of 6500 hours or 5 years, whichever comes first, from the date of delivery of the equipment, except for these repairs, maintenance and operating costs which are the responsibility of the County as set out below, shall not exceed the sum of $ -0-.

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8. The County agrees to assume all costs to repair and/or replace all parts and components normally consumed in

the day-to-day operation, such as lubricating oil, filters of all types, grease, fuel, antifreeze, cutting edges, batteries, glass breakage, tires, cleaning, painting, undercarriage wear, scraper elevator chains/and mechanical adjustment not necessitated by repairs.

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10. The County agrees to pay the expense of maintaining insurance on the equipment.

11. The County agrees that the equipment will be operated only by personnel of the County.

12. The County agrees to maintain equipment in accordance with the manufacturer's recommendations which shall be supplied by the Contractor. The Contractor will retain the right to inspect the equipment and make recommendations for repairs at the County's convenience.

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14. [illegible]

15. The Contractor reserves the right to examine the County's cost records and will have ninety (90) days to contest the preceeding year's parts costs. Otherwise, the records for the year will be considered acceptable to both parties.

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16. [illegible]
SEE DISPUTES ON ATTACHED PAGE

17. The Contractor agrees to indemnify, defend, and hold the County harmless for any and all loss, liability, damages, claims or demands arising out of defective equipment provided under this agreement or negligent or unlawful acts, faulty work performance, or noncompliance with any local, state, or federal codes, ordinances, orders or statutes by the Contractor or its employees or representatives.

18. Neither this agreement nor either parties rights hereunder shall be assign except with written consent of the nonassigning party.

19. Time is of the essence of this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement this 28 day of June, A.D. 19 2000

ATTEST:

William S. Cannon Jr.

Denise D. Russo

BY: Industrial Tractor Company, Inc.

Charles F. Story
Mgr Bus. Development

ATTEST:

APPROVED AS TO FORM:

NASSAU COUNTY

C. Story

16. DISPUTES

Any dispute arising under this contract, which is not disposed of by agreement, shall be decided by a mediator, who shall reduce his/her decision to writing and furnish a copy to both parties. Claims disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or mediation rules as established by the Florida Supreme Court. Mediators shall be chosen from the Supreme Court approved list of mediators in the Fourth Judicial Circuit and the Cost of mediation shall be borne by the Consultant/Contractor. The decision of the mediator shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, or so grossly erroneous as to necessarily imply bad faith ro not supported by substantial evidence.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

NICK D. DEONAS
Its: Chairman

Attest:

J. M. "Chip" Oxley, Jr.
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney

MICHAEL S. MULLIN

TOTAL COST AGREEMENT

THIS TOTAL COST AGREEMENT entered into by and between Industrial Tractor Company, Inc., hereinafter referred to as "Contractor", and Nassau County, a political subdivision of the State of Florida, by and through its Board of Country Commissioner hereinafter referred to as "County".

WITNESSETH:

1. Contractor hereby sells, and County hereby purchases, subject to the terms and conditions set out herein, the following equipment: (1) John Deere 670C Motor Grader S/N#DW670CX576859.

2. County agrees to pay to the Contractor the total cash purchase price of $127,351.00 f.o.b., Nassau County, Contractor will deliver a bill of sale acceptable to the County upon delivery of the equipment.

3. Contractor warrants that the equipment will be free from defect in design, workmanship and materials; will conform strictly to the specifications attaches; and will be fit and sufficient for the purpose intended as set out in the advertised bid specifications by the County. All warranties shall survive inspection, tests, acceptance or payment by the County.

4. Contractor agrees to repurchase from the County the equipment described in paragraph 1 at the end of 6500 hours of service (service meter hours) or 5 years from the date of delivery, whichever comes first. Contractor agrees to pay to the County the sum of $109,351.00 cash on delivery. The parties agree that the exercise of this provision shall be at the sole option of the County. The County agrees to notify Contractor in writing as soon as practicable of its election under this provision. Contractor agrees to complete the repurchase within thirty (30) days of receipt of said notice. Contractor agrees to pay transportation charges to its place of business. The parties agree that the repurchase is not a trade-in-value, and is not contingent on the purchase of new or used equipment from the Contractor thereafter.

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14. [illegible]

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16. [illegible]
SEE DISPUTES ON ATTACHED PAGE

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18. Neither this agreement nor either parties rights hereunder shall be assign except with written consent of the nonassigning party.

19. Time is of the essence of this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement this 28 day of June, A.D. 2008

ATTEST:

William S. Carson Jr.

Denise D. Russo

BY: Industrial Tractor Company, Inc.

Charles L. Story

Mgr Bus. Development

ATTEST:

APPROVED AS TO FORM:

NASSAU COUNTY

16. DISPUTES C. Story

Any dispute arising under this contract, which is not disposed of by agreement, shall be decided by a mediator, who shall reduce his/her decision to writing and furnish a copy to both parties. Claims disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or mediation rules as established by the Florida Supreme Court. Mediators shall be chosen from the Supreme Court approved list of mediators in the Fourth Judicial Circuit and the Cost of mediation shall be borne by the Consultant/Contractor. The decision of the mediator shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, or so grossly erroneous as to necessarily imply bad faith ro not supported by substantial evidence.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

NICK D. DEONAS
Its: Chairman

Attest:

J. M. "Chip" Oxley, Jr.
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney

MICHAEL S. MULLIN

TOTAL COST AGREEMENT

THIS TOTAL COST AGREEMENT entered into by and between Industrial Tractor Company, Inc., hereinafter referred to as "Contractor", and Nassau County, a political subdivision of the State of Florida, by and through its Board of Country Commissioner hereinafter referred to as "County".

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1. Contractor hereby sells, and County hereby purchases, subject to the terms and conditions set out herein, the following equipment: (1) John Deere 670C Motor Grader S/N#DW670CX576788.

2. County agrees to pay to the Contractor the total cash purchase price of $127,351.00 f.o.b., Nassau County, Contractor will deliver a bill of sale acceptable to the County upon delivery of the equipment.

3. Contractor warrants that the equipment will be free from defect in design, workmanship and materials; will conform strictly to the specifications attaches; and will be fit and sufficient for the purpose intended as set out in the advertised bid specifications by the County. All warranties shall survive inspection, tests, acceptance or payment by the County.

4. Contractor agrees to repurchase from the County the equipment described in paragraph 1 at the end of 6500 hours of service (service meter hours) or 5 years from the date of delivery, whichever comes first. Contractor agrees to pay to the County the sum of $109,351.00 cash on delivery. The parties agree that the exercise of this provision shall be at the sole option of the County. The County agrees to notify Contractor in writing as soon as practicable of its election under this provision. Contractor agrees to complete the repurchase within thirty (30) days of receipt of said notice. Contractor agrees to pay transportation charges to its place of business. The parties agree that the repurchase is not a trade-in-value, and is not contingent on the purchase of new or used equipment from the Contractor thereafter.

5. The County shall have the right to retain or to sell, loan, lease, trade, or otherwise dispose of the equipment at its discretion. Upon the election of any of these options by the County, the County agrees to notify Contractor of this election within thirty (30) days of said election. Any such election by the County shall render the repurchase provisions of paragraph 4 null and void.

6. The Contractor warrants that the total cost to the County for operation and maintenance of 6500 hours or 5 years, whichever comes first, from the date of delivery of the equipment, except for these repairs, maintenance and operating costs which are the responsibility of the County as set out below, shall not exceed the sum of $ -0-.

7. The County agrees to assume the responsibility for all repair costs resulting from damage from fire, flood, windstorms, lightning, theft, vandalism, and operator's and mechanic's negligence.

8. The County agrees to assume all costs to repair and/or replace all parts and components normally consumed in

the day-to-day operation, such as lubricating oil, filters of all types, grease, fuel, antifreeze, cutting edges, batteries, glass breakage, tires, cleaning, painting, undercarriage wear, scraper elevator chains/and mechanical adjustment not necessitated by repairs.

9. The County agrees to pay the wages of operators and mechanics employed to operate and maintain the equipment and all Worker's Compensation Insurance.

10. The County agrees to pay the expense of maintaining insurance on the equipment.

11. The County agrees that the equipment will be operated only by personnel of the County.

12. The County agrees to maintain equipment in accordance with the manufacturer's recommendations which shall be supplied by the Contractor. The Contractor will retain the right to inspect the equipment and make recommendations for repairs at the County's convenience.

13. The County may, at its own expense, install or place in or on, or attach or affix to the equipment, such accessories as may be necessary or convenient to use the equipment for its intended purpose provided that such accessories do not impair the value or utility of the equipment. The Contractor must approve any modification before unit is modified. All such accessories may be removed by the County upon repurchase by the Contractor provided that any resulting damage shall be repaired at the County's expense. Any such equipment or accessories not removed shall become property of the Contractor.

14. [illegible]

15. The Contractor reserves the right to examine the County's cost records and will have ninety (90) days to contest the preceeding year's parts costs. Otherwise, the records for the year will be considered acceptable to both parties.

16. [illegible]
SEE DISPUTES ON ATTACHED PAGE

17. The Contractor agrees to indemnify, defend, and hold the County harmless for any and all loss, liability, damages, claims or demands arising out of defective equipment provided under this agreement or negligent or unlawful acts, faulty work performance, or noncompliance with any local, state, or federal codes, ordinances, orders or statutes by the Contractor or its employees or representatives.

18. Neither this agreement nor either parties rights hereunder shall be assign except with written consent of the nonassigning party.

19. Time is of the essence of this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement this 28 day of June, A.D. 2000

ATTEST:

William S. Carson Jr.

Denise A Russo

BY: Industrial Tractor Company, Inc.

Charles Z. Stoy
Mgr. Bus. Development

ATTEST:

APPROVED AS TO FORM:

NASSAU COUNTY

DISPUTES

Any dispute arising under this contract, which is not disposed of by agreement, shall be decided by a mediator, who shall reduce his/her decision to writing and furnish a copy to both parties. Claims disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or mediation rules as established by the Florida Supreme Court. Mediators shall be chosen from the Supreme Court approved list of mediators in the Fourth Judicial Circuit and the Cost of mediation shall be borne by the Consultant/Contractor. The decision of the mediator shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, or so grossly erroneous as to necessarily imply bad faith ro not supported by substantial evidence.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

NICK D. DEONAS
Its: Chairman

Attest:

J.M. "Chip" Oxley, Jr.
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney

MICHAEL S. MULLIN

Municipal / Governmental Lease Purchase Agreement

Opinion of Lessee's Counsel

LESSEE	**NASSAU COUNTY BOARD OF COMMISSIONERS** **P.O. BOX 386, HILLIARD, FL 32046**	LESSEE'S STATE FL
LESSOR	**DEERE CREDIT, INC.**	DATE OF LEASE 06/20/2000

Gentlemen:

As counsel for Lessee, I have examined duly executed originals of the Equipment Lease Purchase Agreement (the "Lease") entered into on the above date between Lessee and Lessor, and the proceedings taken by lessee to authorized and execute the Lease. Based upon this and such other examinations as I have deemed necessary or appropriate, I am of the opinion

1. Lessee is a public body corporate and politic, or a political subdivision thereof, legally existing under the laws of the State indicated above.
2. This Lease has been duly authorized, executed, and delivered by Lessee:
3. This Lease is a legal, valid, and binding obligation of Lessee, enforceable in accordance with it's terms.

Counsel for Lessee _____ **Date** 6/15/00

John Deere Municipal

FORM 710-E
App 50581