

CONTRACT APPROVAL FORM

(Contract Management Use only)

CONTRACT TRACKING NO.

CM2243-A1

CONTRACTOR INFORMATION

Name: Ring Investments

Address: 500 World Commerce Parkway, St. Augustine, Florida 32092
City State Zip

Contractor's Administrator Name: Scott Miller Title: Sales Manager

Tel#: 904-494-1431 Cell# 904-540-8399 Fax: 904-494-1331 Email: scott.miller@ringpower.com

CONTRACT INFORMATION

Contract Name: Governmental Long-Term Vehicle Lease Agreement Contract Value: _____

Brief Description: Amendment to revise the Article 2 - Lease Term: amend the commencement date from August 1, 2015 to September 11, 2015

Contract Dates : From: _____ to _____ Status: ___ New ___ Renew Amend# ___ WA/Task Order

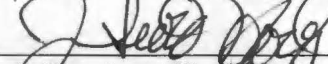
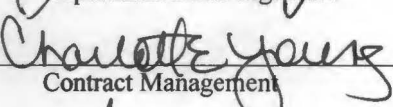
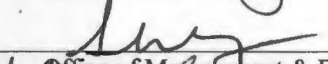
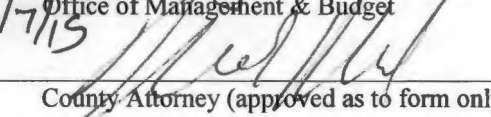
How Procured: ___ Sole Source ___ Single Source ___ ITB ___ RFP ___ RFQ ___ Coop. ___ Other _____

If Processing an Amendment:

Contract #: CM2243 Increase Amount of Existing Contract: no change in contract value


New Contract Dates: 09/11/15 to 09/10/17 TOTAL OR AMENDMENT AMOUNT: \$3,124.53 monthly rate

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

- | | | | |
|----|---|-----------------|-----------------------|
| 1. |  | <u>10/6/15</u> | <u>N/A</u> |
| | Department Head Signature | Date | Funding Source/Acct # |
| 2. |  | <u>10/7/15</u> | |
| | Contract Management | Date | |
| 3. |  | <u>10.7-15</u> | |
| | Office of Management & Budget | Date | |
| 4. |  | <u>10/13/15</u> | |
| | County Attorney (approved as to form only) | Date | |

Comments: _____

COUNTY MANAGER'S FINAL SIGNATURE APPROVAL



Ted Selby 10/13/15
Date

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

- Original: Clerk's Services; Contractor (original or certified copy)
- Copy: Department
- Office of Management & Budget
- Contract Management
- Clerk Finance

RECEIVED
 COUNTY CLERK'S OFFICE
 NASSAU COUNTY, FLORIDA
 15 OCT 14 AM 8:47
 SOCT-6 PM 2:24

AMENDMENT TO GOVERNMENTAL LONG-TERM VEHICLE LEASE AGREEMENT
REF: CAT CT660; VIN 3HTJGKTXGN11959; SERIAL #TEP01460

This **AMENDMENT TO GOVERNMENTAL LONG-TERM VEHICLE LEASE AGREEMENT** ("Amendment") dated as of October 1, 2015 is by and between **RING INVESTMENTS, LLC** ("Lessor"), and **NASSAU COUNTY BOCC**, ("Lessee").

WHEREAS, Lessor and Lessee executed that certain Amendment to Governmental Long-Term Vehicle Lease Agreement, commencement date as of the 1st day of August, 2015 (the "Agreement"), a copy of which is attached hereto as Exhibit "A."

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree to amend the Agreement as follows:

1. For good and valuable consideration, the receipt of which is hereby acknowledged, Nassau County BOCC, as Lessee, hereby revises "Item 2. Lease Term" to read as follows:

"2. **LEASE TERM.** The term of this Lease shall be twenty four (24) months. The Lease shall commence upon Sept. 11, 2015 ("Commencement Date"). The Lease shall terminate upon Sept. 10, 2017 ("Termination Date"). This Lease cannot be cancelled or terminated except as expressly provided herein. Upon the expiration or earlier termination of this Lease, LESSEE, at its own risk and expense, shall return the Vehicle(s) unencumbered to the LESSOR in good repair, ordinary wear and tear resulting from proper use thereof alone excepted. LESSEE shall deliver Vehicle(s) to LESSOR at the address listed above or to such other place within the State of Florida as LESSOR shall designate on or before the Termination Date."

2. Except as provided herein, the Agreement shall remain unchanged and in full force and effect in accordance with their respective terms. Any additional modifications are null and void unless approved in writing by Lessor. It is specifically understood and agreed that the foregoing shall not be deemed to be a waiver or amendment of any other provision contained in the Agreement or any of Lessor's rights or remedies under the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the ____ of _____, 20____.

Signed, sealed and delivered
In the presence of:

April Kado
Assumpta O'Brien

Jasmine Robinson
Adm. Asst.

Lessor:
RING INVESTMENTS, LLC

By:
Name:
Its:

Susan S. Richardson
SUSAN S. RICHARDSON
MANAGER

Lessee:
NASSAU COUNTY BOCC

By:
Name:
Its:

T.J. Setby
T.J. Setby
Co. Mgt.

GOVERNMENTAL LONG-TERM VEHICLE LEASE AGREEMENT

This Long-Term Vehicle Lease Agreement ("Lease") is entered into as of this 27th day of July, 2015 by and between Ring Investments, LLC, a Florida limited liability company, with its principal place of business located at 500 World Commerce Parkway, St. Augustine, Florida 32092 ("LESSOR"), and Nassau County BOCC, with its principal place of business located at 96135 Nassau Place, Suite 6, Yulee, FL 32097 ("LESSEE"). The parties hereby agree as follows:

1. **LEASE.** LESSOR hereby leases to LESSEE, and LESSEE leases from LESSOR, the following described vehicle (hereinafter "Vehicle"), upon the terms set forth herein:

Make	Caterpillar
Model	CT660
VIN	3HTJGKTXGN119591/TEP01460
Monthly Lease Rate	\$3,124.53
Option Purchase Price	\$130,000.00
Max Hr Use/Yr Mileage	2500 HRS/25000 MILES PER YEAR

2. **LEASE TERM.** The term of this Lease shall be twenty four (24) months. The Lease shall commence upon August 1, 2015 ("Commencement Date"). The Lease shall terminate upon July 31, 2017 ("Termination Date"). This Lease cannot be cancelled or terminated except as expressly provided herein. Upon the expiration or earlier termination of this Lease, LESSEE, at its own risk and expense, shall return the Vehicle(s) unencumbered to the LESSOR in good repair, ordinary wear and tear resulting from proper use thereof alone excepted. LESSEE shall deliver Vehicle(s) to LESSOR at the address listed above or to such other place within the State of Florida as LESSOR shall designate on or before the Termination Date.

3. **RENT.** As rent for the Vehicle(s) covered by this Lease throughout the term thereof, LESSEE agrees to pay LESSOR, its successor or assignees, the sums set forth above per month beginning upon the Commencement Date and continuing each subsequent month on the same date of each month thereafter for the Lease Term without demand. The monthly rent shall be delivered to LESSOR at 500 World Commerce Parkway, St. Augustine, Florida 32092 or at such other location as LESSOR may designate. Upon LESSEE's execution of this Lease, the Lease shall constitute a non-cancelable net Lease, and LESSEE's obligation to pay rent, and otherwise to perform its obligations pursuant to this Lease are and shall be absolute and unconditional and shall not be affected by any circumstances whatsoever, including any right of setoff, counterclaim, recoupment, deduction, defense or other right which LESSEE may have against LESSOR, the manufacturer or supplier of such Vehicle(s) or other third party. LESSEE shall have no right to voluntarily terminate this Lease prior to the Termination Date for any reason. All delinquent rent shall bear interest at the highest lawful rate in the State of Florida.

4. **LIENS AND TAXES.** LESSEE shall pay to LESSOR, upon notice from LESSOR and when due, all charges and taxes, local, state, and federal, which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession, or use of the Vehicle(s), excluding, however, all taxes on or measured by LESSOR's income. If LESSEE fails to pay any of said charges and taxes to LESSOR when due, LESSOR shall have the right, but not the obligation, to pay them and add the amounts thereof to the gross amounts due under this Lease. If LESSOR pays such taxes, LESSEE shall promptly reimburse LESSOR for such payment. LESSEE shall ensure that all Vehicles and Vehicle operations conform to all applicable Federal, state and local laws, health and safety guidelines. LESSEE shall pay for any licenses, fees or taxes required by LESSEE's business or arising from the operation or use of any Vehicle,

including, but not limited to mileage taxes, ton mileage taxes, and highway or bridge tolls. LESSEE shall keep all licenses and operating certificates required for operation of the Vehicles during the term of this Lease.

5. USE AND OPERATION OF VEHICLE/ ALTERATIONS /LOSS AND DAMAGE. LESSEE shall only use LESSOR's Vehicle(s) in the normal and ordinary course of LESSEE's business. LESSEE REPRESENTS THAT THE VEHICLE(S) SHALL BE UTILIZED IN ITS BUSINESS FOR COMMERCIAL OPERATIONS, AND THE VEHICLE(S) WILL NOT BE USED FOR PERSONAL, CONSUMER, FAMILY OR HOUSEHOLD PURPOSES. LESSEE shall comply with all applicable federal, state, and local laws and regulations relating to the use of such Vehicles (including but not limited to all restrictions on licensed weight and size). LESSEE shall not use the Vehicle(s) in violation of any recommendations of the manufacturer. LESSEE agrees not to use the Vehicle(s) in an unsafe, reckless or abusive manner. LESSEE shall not transport any hazardous materials without LESSOR's prior written consent. LESSEE shall be responsible for all expenses of towing and removal of Vehicle.

When not being used, LESSEE shall keep the Vehicle(s) at its principal place of business and shall not remove it to a different location without the prior written consent of LESSOR. Until the return of the Vehicle(s) to LESSOR, LESSEE at its expense shall properly maintain the Vehicle(s) in accordance with the manufacturer's guidelines, shall use it in a safe and careful manner, shall comply with all statutes, ordinances, regulations, and laws relating to its installation, possession, operation, use or maintenance, shall obtain all permits and licenses necessary to its use, shall keep the Vehicle(s) in good repair, and shall furnish all parts, mechanisms and devices required therefor.

LESSEE shall only allow properly licensed and experienced drivers to operate each Vehicle. Only drivers who are the employees or agents of LESSEE, subject to the LESSEE's exclusive direction and control, will operate the Vehicles. LESSEE and its drivers shall all at times comply with all Department of Transportation ("DOT") regulations in addition to all applicable state and local regulations and the terms of this Agreement. LESSEE represents that Vehicles will not be operated by a driver in possession or under the influence of alcohol or any drug that may impair the driver's ability, and agrees to reimburse LESSOR in full for loss or damage to the Vehicles, property or persons including related expenses, if Vehicles are operated in violation of this provision. Upon receipt of a written complaint specifying any reckless, careless or abusive driving by any driver, LESSEE shall promptly remove such individual as a driver of the Vehicle. In the event LESSEE fails to remove such driver, LESSOR may, at its option, deem LESSEE to be in default of this Agreement and repossess the Vehicle from LESSEE without notice and without reduction in rental charges.

LESSEE shall not sell, assign, transfer or abandon the Vehicle(s). LESSEE SHALL NOT MAKE ANY ALTERATIONS OF, OR ADDITIONS OR IMPROVEMENTS TO, THE VEHICLE(S) WITHOUT LESSOR'S PRIOR WRITTEN CONSENT. All additions and improvements made to the Vehicle(s) shall belong to LESSOR.

LESSEE shall bear the entire risk of loss, theft, damage or destruction of the Vehicle(s) from any cause whatsoever, during the term and until the return of the Vehicle(s) to LESSOR. LESSEE shall be responsible for all damage to the Vehicle(s) during the Lease Term. Upon the happening of any accident or collision involving any Vehicle or the theft or loss of any Vehicle, LESSEE shall provide prompt written notice to LESSOR, require the driver to make a detailed written report relating to such event and submit the report to LESSOR, and assist LESSOR and the insurer in the investigation and defense of any related lawsuit. No loss, theft, damage or

destruction of the Vehicle(s) or delay, deficiency or absence or absence of insurance proceeds, nor any unavailability, delay or failure of supplies, parts, mechanisms, devices or services for the Vehicle(s) or failure of the Vehicle(s) to function for any cause shall relieve LESSEE of the obligation to pay rent or of any other obligation hereunder. In the event of damage to any item of Vehicle(s), LESSEE shall immediately repair all damage to the Vehicle(s). LESSOR, at its option, may collect from LESSEE the fair market value of the Vehicle(s), for loss of use or for any loss or damage to the Vehicle(s), and collect from LESSEE the cost to repair or refurbish the Vehicle(s). In the event of any loss or damage of the Vehicle(s), LESSOR shall have the right of subrogation with respect to any right of the LESSEE to recover against any person, firm or corporation. LESSEE shall cooperate fully with LESSOR in prosecution of such claim.

LESSEE shall pay all expenses incurred in the use and operation of the Vehicle, including but not limited to fuel, oil, grease, repairs, maintenance, replacements, tires, storage, parking, tolls, fines, registration and license fees and tags.

Mileage shall be determined from hubodometer or odometer readings. LESSEE shall immediately report to LESSOR any failure of a hubodometer or odometer. The mileage for any period in which a failure existed may be determined at LESSOR's option from: (i) LESSEE's trip records, (ii) the amount of fuel consumed and the miles per gallon averaged for the previous thirty (30) days, or (iii) any other reasonable method of estimating such mileage.

6. OWNERSHIP OF VEHICLE(S). The Vehicle(s) shall at all times remain the property of LESSOR. LESSEE shall at all times protect and defend, at its own cost and expense, the ownership of LESSOR against all claims, liens and legal processes of creditors of LESSEE and other persons, and keep the Vehicle(s) free and clear from all such claims, liens and processes. The Vehicle(s) is and shall remain personal property, and not become part of any real estate, whether as a fixture or otherwise. If LESSOR supplies LESSEE with labels stating that the Vehicle(s) is owned by LESSOR, LESSEE shall affix and keep the same in a prominent place on each item of Vehicle(s).

7. SERVICE. LESSEE shall perform and pay for all services, adjustments, maintenance and lubrication of Vehicle(s), including, but not limited to, checking of Vehicle(s) before each shift, and supplying fuel, oil and water, and checking cooling system, and, checking tire pressures and battery fluid and charge levels at least weekly, repair and replacement of all friction materials, clutches, brakes, and under carriage components, drive sprockets, crawler chains, idlers, pins, pads, rub rails, rollers and bushings.

8. UNIFORM COMMERCIAL CODE FINANCING STATEMENTS. LESSEE shall execute any financing statements regarding the Vehicle(s), pursuant to the Uniform Commercial Code, which LESSOR reasonably requests LESSEE to execute. LESSEE authorizes LESSOR and all its assignees to file financing statements signed only by LESSOR or such assignee(s) in all places where LESSOR or said assignee(s) deems necessary to protect its or their interest in any jurisdiction where such authorization is permitted by law.

9. DISCLAIMER OF WARRANTIES. LESSEE has selected the Vehicle(s) based upon its own judgment. LESSOR MAKES NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, ANY IMPLIED WARRANTY THAT THE VEHICLE(S) IS FIT FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. LESSEE AGREES THAT THE VEHICLE(S) IS ACCEPTED "AS IS" AND WITH "ALL FAULTS OR DEFECTS" AND WITHOUT WARRANTY OF ANY KIND. LESSEE

UNDERSTANDS AND AGREES THAT ALL WARRANTIES IMPLIED BY THE PROVISIONS OF THE FLORIDA UNIFORM COMMERCIAL CODE ARE EXCLUDED.

This disclaimer of warranties shall only apply to the warranties which might otherwise have been given by the LESSOR. This disclaimer does not disclaim the warranties which are given by the manufacturer of Vehicle(s). Further all such warranties from the manufacturer of the Vehicle(s) shall be assigned to the LESSEE.

10. INSURANCE. LESSEE shall at its own expense, during the term hereof, maintain in force liability insurance policies with the following minimum requirements:

- (a) \$1,000,000 Each Occurrence General Liability including contractual Liability; and
- (b) \$1,000,000 Combined Single Limit Automobile Liability.

LESSEE shall furnish LESSOR a certificate of such insurance naming LESSOR as an additional insured for the full Lease Term, which policy may not be cancelled or materially modified except on thirty (30) days prior to written notice to LESSOR.

Also, at LESSEE's expense, LESSEE shall insure the vehicle(s) for its full replacement value (to be provided by LESSOR) under a standard physical damage ALL RISKS POLICY with an insurance company acceptable and approved by LESSOR. The certificate must reference the model and serial number/VIN for the Vehicle. For crane equipment, physical damage coverage must include boom damage and boom overload. LESSOR shall be named a loss payee for the Vehicle.

For Terex Bucket/Utility Trucks, the following general liability coverage is required to be provided by LESSEE:

- (a) \$2,000,000 Each Occurrence General Liability including contractual liability; and
- (b) \$1,000,000 Combined Single Limit Automobile Liability.

For all such insurance policies, LESSEE shall furnish LESSOR with certificates of such insurance naming LESSOR as an additional insured for the full Lease Term, which policies may not be cancelled or materially modified except on thirty (30) days prior to written notice to LESSOR. LESSEE agrees to abide by the provisions of said policy and to make a written report to LESSOR and the insurer within forty-eight (48) hours of LESSEE's knowledge of any accident or occurrence involving such Vehicle(s). LESSEE's agents and employees shall cooperate fully with LESSOR and LESSEE's insurer in the investigation, prosecution and/or defense of any claim or suit and shall do nothing to impair or invalidate any applicable insurance coverage. LESSEE's insurance shall also insure except as may be otherwise provided herein, against all risks of direct physical loss or damage to the Vehicle(s), while in transit or otherwise within the United States of America and Canada, and shall also include general average and salvage charges on Vehicle(s) while waterborne.

In the event LESSEE fails to provide and/or maintain any of the required insurance coverage or fails to furnish LESSOR with required evidence of such insurance, LESSOR is authorized, but not required, to obtain such insurance on behalf of LESSEE and LESSEE agrees to pay LESSOR for the cost of such insurance obtained as additional rent, or, alternatively, LESSOR may terminate this Agreement upon written notice.

LESSOR shall not be liable for loss of or damage to, any goods or property left in or upon any Vehicle at any time or place.

11. ASSIGNMENT. Without LESSOR's prior written consent, LESSEE shall not (1) assign, transfer, pledge, or otherwise dispose of this Lease or any interest therein, or (2) sub-lease or loan the Vehicle(s) or permit it to be used by anyone other than LESSEE or LESSEE's qualified employees. LESSOR may assign this Lease and/or grant a security interest in the Vehicle(s), in whole or in part, without notice to LESSEE. Any of LESSOR's assignees or such secured parties may reassign this lease and/or such security interest without notice to LESSEE. Each such assignee and/or secured party shall have all of the rights of LESSOR under this Lease. Subject to the foregoing this Lease inures to the benefit of and is binding upon the heirs, personal representatives, successors, and assigns of the parties hereto. LESSEE agrees that upon notice of such assignment it shall pay directly to LESSOR's assignee without abatement, deduction or setoff all amounts which become due hereunder and further covenants and agrees that it will not assert against LESSOR's assignee any defense or counterclaim or setoff on account of breach of warranty, vehicle(s) performance or patent infringement claims in any action for rent or for possession brought by LESSOR's assignee.

12. DEFAULT. In the event LESSEE (a) fails to pay any rent or other amount required hereunder after the same becomes due and payable, (b) fails to perform any other provision hereof within five (5) days after the Lessor shall have demanded in writing the performance thereof, (c) abandons the Vehicle(s), (d) allows any proceeding in bankruptcy, receivership or insolvency to be commenced by or against LESSEE or its property, (e) makes an assignment for the benefit of its creditors, (f) makes any misrepresentation or false statement in connection with the execution of this Lease, (g) allows any substantial attachment or execution be levied on LESSEE's property, or (h) permits any other entity or person to use the Vehicle(s) without the prior written consent of LESSOR, then LESSEE shall have the right, but not the obligation, to exercise any one or more of the following remedies, which remedies or any of them may be exercised by LESSOR without notice to LESSEE:

(A) REPOSSESSION: LESSOR and/or its agents may, without notice, liability, or legal process, enter into any premises of or under control or jurisdiction of LESSEE or any agent of LESSEE where the Vehicle(s) may be or be believed to be located and repossess said Vehicle(s), disconnecting and separating all thereof from any other property and using all means necessary to do so. LESSEE waives any right of action against LESSOR arising from the removal, repossession or retention of the Vehicle(s). In the event LESSOR takes possession of or retains any Vehicle and there shall be at the time of such taking, goods, personal property or other things of value belonging to LESSEE or that had been in the custody or control of LESSEE, LESSOR, in addition to its other remedies, is authorized to take possession of such items and either hold or place the same in storage at LESSEE's expense.

(B) ACCELERATION: LESSOR may declare all sums due and to become due hereunder immediately due and payable.

(C) RECOVERY OF SUMS DUE OR TO BECOME DUE: LESSOR may recover all rents and other amounts due as of the date of such default, or in the event suit is thereafter brought by LESSOR for same, recover all rents and other sums that may accrue thereafter up to and including the date of trial.

(D) OTHER REMEDIES: LESSOR may pursue any other remedy now or hereafter existing at law, in equity, or by statute.

(E) TERMINATION: LESSOR may terminate this Lease without prejudice to any remedies or claims which LESSOR might otherwise have.

(F) MITIGATION: LESSOR may at its sole discretion, although it shall not be so obligated, sell the Vehicle(s) at a private or public, cash or credit sale, or may re-lease the Vehicle(s) for a term and rental which may be equal to, greater than, or less than the rental and term herein provided. Any proceeds of sale, or any rental payments received under a new lease, less LESSOR's expenses of taking possession, reasonable attorneys' fees and/or collection fees, and costs of storage, reconditioning, if any, and sale or re-leasing, shall be applied to the LESSEE's obligations hereunder, and LESSEE shall remain liable for the balance on the unpaid aggregate rental set forth above. LESSEE's liability shall not be reduced by reason of any failure of LESSOR to sell or re-lease. In the event that the obligations of LESSEE hereunder are guaranteed by a guarantor or guarantors, LESSOR shall not be obligated to proceed against any such guarantor or guarantors before resorting to its remedies against LESSEE hereunder.

(G) ADDITIONAL CHARGES/ATTORNEYS FEES. Upon the occurrence of any event of default, LESSEE agrees to pay all costs of collection and expenses, which may be incurred by LESSOR, including reasonable attorney's fees, to enforce any right provided in the Lease.

13. WAIVER OF SPECIAL DAMAGES. LESSOR EXPRESSLY DISCLAIMS ANY AND ALL INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO LOST REVENUE OR PROFITS, IN CONNECTION WITH THIS LEASE OR ARISING FROM THE RELATIONSHIP OF THE PARTIES OR THE CONDUCT OF BUSINESS BETWEEN THEM.

14. GOVERNING LAW/VENUE/WAIVER JURY TRIAL. This Lease shall be governed by and construed in accordance with the laws of the State of Florida. All actions, claims and disputes arising or relating to this Agreement shall be brought and maintained exclusively in the courts for Duval County, Florida. LESSEE KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY. The parties further agree that the waiver of trial by jury is a material inducement for LESSOR to provide services to LESSEE.

15. OVERUSE/OVER MILEAGE CHARGES. In the event the LESSEE exceeds the annual maximum hours of use or allowed mileage allowed on the Vehicle(s) as stated on the first page of this Lease, then LESSEE shall pay to LESSOR such additional rent for such overage. The overuse charge will be calculated at the monthly rate divided by the number of hours/miles allowed per month. Provided that should the LESSEE exercise its option to purchase the Vehicle(s), no such overuse charges shall be owed.

16. PURCHASE OPTION. Provided that LESSEE is not in default of its obligations under this Lease, LESSEE may, by written notice delivered to LESSOR not less than sixty (60) days prior to the Termination Date, elect to purchase the Vehicle(s) at the end of the Lease Term for the Option Purchase Price set forth on the first page of this Lease. Upon receipt of the Option Purchase Price and all other amounts due and owing by LESSEE to LESSOR under the Lease, plus any taxes or other costs and expenses of LESSOR arising from the sale of the Vehicle(s),

LESSOR shall deliver to LESSEE, upon request, a bill of sale without warranties except that the Vehicle(s) is free of all encumbrances of any person claiming through LESSOR. LESSEE shall purchase the Vehicle(s) "as is, where is, with all faults."

17. **HOLD OVER.** If the purchase option is not exercised, and the Vehicle(s) is not returned by LESSEE to LESSOR by the Termination Date, LESSEE shall pay holdover rent plus any other costs and expenses for each day following the end of the Lease Term and shall return the Vehicle(s) upon demand by LESSOR. The holdover rent shall be the monthly lease rate divided by thirty (30) for a per day charge.

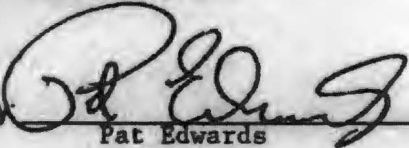
18. **NOTICES.** All notices given with respect to this Lease shall be in writing and given to LESSOR and LESSEE respectively at its address set forth in the signature block, or at such address as the party may provide in writing from time to time and delivered by U.S. registered mail, return receipt requested, facsimile, email, overnight courier or personal delivery (with corresponding evidence of delivery).

19. **MISCELLANEOUS.** (a) Time is of the essence of this Lease. (b) If any provision of this Lease, other than those whereby LESSEE is obligated to pay rental, to maintain the Vehicle(s) in good condition, or to obtain insurance, is held invalid, such invalidity shall not affect the other provisions which can be given effect without the invalid provision; to this end the provisions of this Lease are declared to be severable. (c) This Lease constitutes the entire agreement between the LESSOR and LESSEE with respect to the subject matter hereof. (d) This Lease may not be amended, altered or changed except by written agreement signed by the parties hereto. (e) Waiver of LESSOR of any provision hereof in one instance shall not constitute a waiver as to any other instance.

LESSOR acknowledges that it has read this Lease and understands the terms and conditions hereof, and that all required corporate action has been taken authorizing the execution of this Lease, on behalf of LESSEE, by the persons doing so.

LESSEE

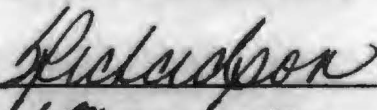
NASSAU CO. BOCC

By: 
Pat Edwards
Its: Chairman

96135 Nassau Place, Suite 6
Yulee, FL 32097

LESSOR

RING INVESTMENTS, LLC,
a Florida limited liability company

By: 
Rick Hudson
Its: Manager

500 World Commerce Parkway.
St. Augustine, Florida 32092

Cma243

CS-15-46
append

Ring Investments, LLC

These Documents were prepared especially for:

Nassau County BOCC

Document Checklist

Customer Executed Documents	Comments
➤ Contract	PLEASE REVIEW AND SIGN PAGE 7
➤ Delivery Certification	PLEASE INSERT LOCATION ADDRESS, POSSESSION DATE AND SIGN
➤ Insurance	PLEASE COMPLETE, SIGN AND SEND TO AGENT
➤ Advance Payment	
➤ Tax Exemption Certificate (Form DR14)	PLEASE SUPPLY YOUR DR14 FORM FROM THE DEPT. OF REVENUE
➤ 8038g	COMPLETE AND RETURN COPY, KEEP ORIGINAL TO FILE WITH IRS
➤ PV Form/Copy of Photo ID	SALES REP TO COMPLETE
➤ Survey	COMPLETE AND SIGN
➤ Customer Information Verification	PLEASE VERIFY INFORMATION, COMPLETE MISSING INFORMATION AND INITIAL
Salesman: Scott Miller	
<i>Scott -</i>	

Contract signed but no other items completed -

Juson

=originals attached

DELIVERY CERTIFICATION

This pertains to the Lease between Ring Investments LLC as Lessor and Nassau County BOCC, as Lessee.

This confirms that the Lessee physically received the following Unit(s) on the possession date below. As of the date of signature of this form, (i) the Unit(s) are in all respects satisfactory to Lessee for leasing under the Lease, and (ii) Lessor has performed all of its obligations under the Lease.

Description of Unit(s)

CAT CT660 Roll Off Truck
S/N 3HTJGTKTXGN119591
TEP01460

Location

46026 Landfill Rd.
Callahan Fl. 32011

Possession Date: 9-4-15

Signature: Becky Diden

Name: (PRINT) Becky Diden

Title: Admin Asst II

Date: 9-4-15

**FLORIDA PERSONAL AUTO INSURANCE
IDENTIFICATION CARD**

COMPANY: **Florida Asso of Counties Trust**
POLICY #: **FAC9012AU** EFFECTIVE DATE: **10/01/2014**

PERSONAL INJURY PROTECTION
BENEFITS / PROPERTY DAMAGE LIABILITY BODILY INJURY
LIABILITY

NAMED INSURED: **Nassau County BOCC
Risk Management**
ADDRESS: **96135 Nassau Place, Ste 7
Yulee, FL 32097**
(optional)

YEAR: **2016** MAKE/MODEL: **Caterpillar Roll-Off**
VEHICLE ID #: **3HTJGKTXGN119591**

NOT VALID FOR MORE THAN ONE YEAR FROM EFFECTIVE DATE

THIS CARD MUST BE KEPT IN THE INSURED
VEHICLE AND PRESENTED UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.

Rental car coverage is provided, see outline of coverage.
MISREPRESENTATION OF INSURANCE IS A FIRST DEGREE MISDEMEANOR

ACORD 50 FL (2009/07) © 1994-2009 ACORD CORPORATION. All rights reserved.

**FLORIDA PERSONAL AUTO INSURANCE
IDENTIFICATION CARD**

COMPANY: **Florida Asso of Counties Trust**
POLICY #: **FAC9012AU** EFFECTIVE DATE: **10/01/2014**

PERSONAL INJURY PROTECTION
BENEFITS / PROPERTY DAMAGE LIABILITY BODILY INJURY
LIABILITY

NAMED INSURED: **Nassau County BOCC
Risk Management**
ADDRESS: **96135 Nassau Place, Ste 7
Yulee, FL 32097**
(optional)

YEAR: **2016** MAKE/MODEL: **Caterpillar Roll-Off**
VEHICLE ID #: **3HTJGKTXGN119591**

NOT VALID FOR MORE THAN ONE YEAR FROM EFFECTIVE DATE

THIS CARD MUST BE KEPT IN THE INSURED
VEHICLE AND PRESENTED UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.

Rental car coverage is provided, see outline of coverage.
MISREPRESENTATION OF INSURANCE IS A FIRST DEGREE MISDEMEANOR

ACORD 50 FL (2009/07) © 1994-2009 ACORD CORPORATION. All rights reserved.



Consumer's Certificate of Exemption

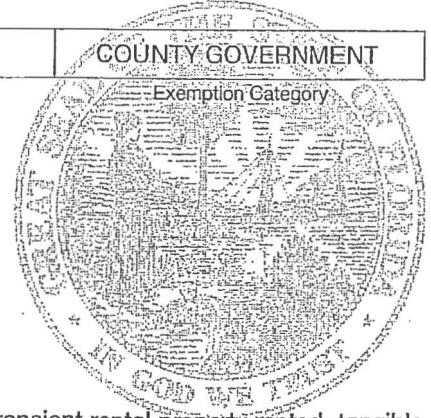
DR-14
R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

85-8012559204C-5	12/31/2012	12/31/2017	COUNTY GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

NASSAU COUNTY BOARD OF COUNTY
COMMISSIONERS
76347 VETERANS WAY STE 4000
YULEE FL 32097-5404



is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 04/11

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority

If Amended Return, check here

1 Issuer's name Nassau County, Florida		2 Issuer's employer identification number (EIN) 59-1863042
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see Instructions) Mark T. Mustian		3b Telephone number of other person shown on 3a 850-224-4070
4 Number and street (or P.O. box if mail is not delivered to street address) 1500 Mahan Drive	Room/suite 200	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Tallahassee, Florida 32308		7 Date of issue 09/11/15
8 Name of issue Long-Term Vehicle Lease Agreement		9 CUSIP number N/A
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see Instructions) Ted Selby, County Manager		10b Telephone number of officer or other employee shown on 10a 904-530-6010

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11	Education		
12	Health and hospital		
13	Transportation		
14	Public safety		
15	Environment (including sewage bonds)		
16	Housing		
17	Utilities	187,000	00
18	Other. Describe ►		
19	If obligations are TANs or RANs, check only box 19a	<input type="checkbox"/>	
	If obligations are BANs, check only box 19b	<input type="checkbox"/>	
20	If obligations are in the form of a lease or installment sale, check box	<input checked="" type="checkbox"/>	

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	09/10/2017	\$ 187,000	\$ 187,000	1.35 years	5.441 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

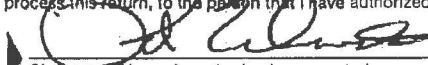
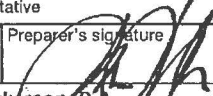
22	Proceeds used for accrued interest			22	0	00
23	Issue price of entire issue (enter amount from line 21, column (b))			23	187,000	00
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	0	00		
25	Proceeds used for credit enhancement	25	0	00		
26	Proceeds allocated to reasonably required reserve or replacement fund	26	0	00		
27	Proceeds used to currently refund prior issues	27	0	00		
28	Proceeds used to advance refund prior issues	28	0	00		
29	Total (add lines 24 through 28)	29	0	00		
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	187,000	00		

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the bonds to be currently refunded	►	N/A	years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded	►		years
33	Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	►		
34	Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	►		

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35		
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a		
b	Enter the final maturity date of the GIC ▶ _____			
c	Enter the name of the GIC provider ▶ _____			
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37		
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:			
b	Enter the date of the master pool obligation ▶ _____			
c	Enter the EIN of the issuer of the master pool obligation ▶ _____			
d	Enter the name of the issuer of the master pool obligation ▶ _____			
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box			<input type="checkbox"/>
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box			<input type="checkbox"/>
41a	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:			
b	Name of hedge provider ▶ _____			
c	Type of hedge ▶ _____			
d	Term of hedge ▶ _____			
42	If the issuer has superintegrated the hedge, check box			<input type="checkbox"/>
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box			<input type="checkbox"/>
44	If the issuer has established written procedures to monitor the requirements of section 148, check box			<input type="checkbox"/>
45a	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement ▶ _____			
b	Enter the date the official intent was adopted ▶ _____			

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
		09/11/2015	Pat Edwards, Chairman	
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed
	Mark T. Mustian		09/11/2015	PTIN P01266260
	Firm's name ▶ Nabors, Giblin & Nickerson, P.A.	Firm's EIN ▶	59-2427540	
	Firm's address ▶ 1500 Mahan Drive, Suite 200, Tallahassee, Florida 32308	Phone no.	850-224-4070	

Personal Verification Form

I have determined from my personal experience the identity of each of the below-listed individuals associated with the referenced transaction. (Please Print); or

I have reviewed a photo identification of each of the below listed individuals associated with the referenced transaction and compared the appearance of the presenting individual to the photo identification. (Please Print)

Name of customer/transaction: _____

1. Individual's name and title: _____

a) Basis of personal knowledge: _____

b) Manual verification of photo identification:

Type of identification reviewed: _____, State of issuance: _____,

Document number: _____, Address shown on identification: _____.

2. Individual's name and title: _____

a) Basis of personal knowledge: _____

b) Manual verification of photo identification:

Type of identification reviewed: _____, State of issuance: _____,

Document number: _____, Address shown on identification: _____.

3. Individual's name and title: _____

a) Basis of personal knowledge: _____

b) Manual verification of photo identification:

Type of identification reviewed: _____, State of issuance: _____,

Document number: _____, Address shown on identification: _____.

Signature of Ring Investments LLC or Dealer representative completing this form:

Signature

Print Name

Date

**RING INVESTMENTS, LLC
EQUIPMENT APPLICATION SURVEY**

Customer Name: Nassau Co. BOCC

Location: 96135 Nassau Place, Suite 6, Yulee, FL 32097

Make: Caterpillar

Model: CT660 Roll Off Truck Quantity: 1

S/N: 3HTJGKTXGN119591

Annual Usage: 2500 HRS/25000 MILES/ANNUALLY

Current Miles: 3,355 Dealer: Ring Power Corp.

Dealer Location: St Augustine, FL

***** IMPORTANT INFORMATION *****

RESIDUAL EXCEPTION REQUESTS must be submitted to Ring Investments, LLC for the following applications: landfill, transfer and recycling stations; demolition, scrap yards and steel mills; salt, chemical, and corrosive environments such as fee lots, dairy farms, rendering plants, mushroom farms, fertilizer and lime handling, salt water areas and all hazardous waste handling; dusty or poor underfoot conditions; and all underground mining applications. Any applications requiring unusual attachments, equipment modifications or have non-traditional use of the equipment. Any transaction with five or more of one model.

Please COMPLETE THE ENTIRE SURVEY for all transactions including any of the above applications.

MAJOR ATTACHEMENTS (Check all that apply):

<input type="checkbox"/> 4 Wheel Drive	<input type="checkbox"/> Slope Board	<input type="checkbox"/> Pallet Forks	<input type="checkbox"/> Landscape Rake	<input type="checkbox"/> Concrete Crusher
<input type="checkbox"/> Auger	<input type="checkbox"/> Tiller	<input type="checkbox"/> Rotator	<input type="checkbox"/> Metal Shear	<input type="checkbox"/> Forks
<input type="checkbox"/> Cab Riser	<input type="checkbox"/> Access Platform	<input type="checkbox"/> Snow Plow	<input type="checkbox"/> Ride Control	<input type="checkbox"/> Long Reach Stick
<input type="checkbox"/> Delimber	<input type="checkbox"/> Block Forks	<input type="checkbox"/> Top Clamp	<input type="checkbox"/> Saw Head	<input type="checkbox"/> Mower
<input type="checkbox"/> Generator	<input type="checkbox"/> Cold Planer	<input type="checkbox"/> Air Conditioner	<input type="checkbox"/> Solid Tires	<input type="checkbox"/> Ripper
<input type="checkbox"/> Lumber Forks	<input type="checkbox"/> E-Stick	<input type="checkbox"/> Broom	<input type="checkbox"/> Trencher	<input type="checkbox"/> Shear Head
<input type="checkbox"/> OHT Body Liner	<input type="checkbox"/> Grapple	<input type="checkbox"/> Compactor	<input type="checkbox"/> All-Wheel Steer	<input type="checkbox"/> Special Rims
<input type="checkbox"/> Rotasaw	<input type="checkbox"/> Magnet	<input type="checkbox"/> Feller Buncher	<input type="checkbox"/> Cab	<input type="checkbox"/> Winch

Other:

BLADES AND BUCKETS (Check all that apply):

<input type="checkbox"/> PAT Blade	<input type="checkbox"/> Side Dump Bucket	<input checked="" type="checkbox"/> Landfill Bucket	<input type="checkbox"/> Chip Blade	<input type="checkbox"/> Angle Blade
<input type="checkbox"/> Bottom Dump Bucket	<input type="checkbox"/> "SU" Blade		<input type="checkbox"/> GP Bucket	<input type="checkbox"/> Coal Blade
<input type="checkbox"/> Ejector Bucket	<input type="checkbox"/> Carry Dozer Blade	<input type="checkbox"/> Stag Bucket	<input type="checkbox"/> Multi-Purpose Bucket	<input type="checkbox"/> High Volume Bucket
<input type="checkbox"/> Landfill Blade	<input type="checkbox"/> Front Dump Bucket	<input type="checkbox"/> "U" Blade	<input type="checkbox"/> Straight Blade	<input type="checkbox"/> Rock Bucket

Other:

MARKET CATEGORIES (Check all that apply):

<input type="checkbox"/> Heavy Construction – Airports, Bridges, Dams, Highway/Road	<input type="checkbox"/> Quarry – Granite, Limestone, Sand & Gravel
<input type="checkbox"/> Building Construction – Commercial, Residential, Utilities	<input type="checkbox"/> Forest Products – Loading, Road Construction, Skidding, Timber Harvesting
<input type="checkbox"/> Landscape Construction – Commercial, Residential	<input type="checkbox"/> Forest Products – Mill and Yard Operations
<input type="checkbox"/> Mining - Metals – Copper, Gold, Iron, Lead, Silver, Underground, Uranium Zinc	<input checked="" type="checkbox"/> Industrial – Dairy/Mushroom Farm, Demolition, Feed Lot, Fertilizer/Lime Handling, (Landfills), Rendering Plants, Scrap Handling, Steel Mill, Transfer Stations
<input type="checkbox"/> Mining – Non-Metals – Clay, Coal, Oil Sands, Oil Shale, Peat, Underground	<input type="checkbox"/> Governmental – Road Maintenance, Snow Removal
<input type="checkbox"/> Petroleum & Gas – Exploration and Development, Pipelines	<input type="checkbox"/> Rental Services – Rental Fleets

This application survey is considered to be an integral part of the lease between the Lessor and Lessee. The information obtained from this survey will be primary importance in the lease payment schedule. Any change in the location, severity of application, annual hourly usage and/or attachments or configuration must be approved in writing by Ring Investments, LLC.

Lessee: NASSAU CO.

Lessor: RING INVESTMENTS, LLC

Signature: Ted Selby

Signature: Susan Richardson

Print Name: Ted Selby

Print Name: SUSAN RICHARDSON

Title: County manager

Title: MANAGER

Date: 9/28/15

Date: 7-10-15

MANDATORY CONDITION OF EQUIPMENT UPON RETURN:

Lessee agrees that each Unit, upon its return, shall:

MAINTENANCE AND GENERAL REQUIREMENTS:

- Give the Lessor sixty (60) days notice prior to the Lease termination date of Lessee's intention to return any and all units to the Lessor.
- Return the units in the same configuration, with all attachments, as when delivered at lease inception. Lessee is responsible for costs, including but not limited to, fees, taxes and duties associated with tear down, loading, shipping and unloading of units to a site designated by the Lessor.
- Ensure the units upon return are thoroughly cleaned, steamed cleaned if available, and free from all oil, hydraulic and fuel leaks.
- Operate and maintain all units in accordance with Caterpillar Lubrication and Maintenance and Operators guide books, and insure all maintenance is performed at recommended intervals and only genuine Caterpillar filters and parts are used for all maintenance and repairs. All units must be in good operating condition and be able to perform all tasks under rated load.
- Enroll all units in a Caterpillar dealer Scheduled Oil Sampling (SOS) or comparable program, where available, for the entire term of the lease, and insure all fuels, lubricants, additives, and radiator water is clean and complies with Caterpillar recommended standards.
- Ensure all units are operated only in the applications for which they were designed and manufactured.
- Maintain a working engine hour meter at all times. Keep complete records of all hour meter changes along with major component change outs and routine maintenance and repair records.
- Ensure all service contracts are fully implemented and all maintenance and repairs are made on schedule. Product Improvements Programs (PIP's) must be complete before units are returned. **ATTACH A COPY OF ANY AND ALL REPAIR AND MAINTENANCE CONTRACTS AND PLANNED COMPONENT REPLACEMENT PROGRAMS.**
- Provide a secured place to store off-lease units upon request from the Lessor. Provide access to the units for purposes of maintenance or demonstration to prospective buyers at Lessor's request.

Specific TYNWARE AND SAFETY REQUIREMENTS:

- Ensure the operator's compartment is clean, and all switches, monitoring systems (EMS, VIMS, VIDS), gages, control levers, pedals, radio, mirrors, seats, insulation and all other contents are complete and in good working order.

- Ensure all window glass is clear, and free from cracks and major pits, all window frames, doors and weather stripping are complete, and all service access compartment covers and doors, fenders, and other flat metal or plastic surfaces are in good working order and free from dents and cracks.
- Ensure all standard Caterpillar and non-Caterpillar safety items are complete and in good working order, including but not limited to roll over protection (ROPS) and falling object protections (FOPS) systems, seat belts, steps, safety rails, grab irons, cat walks, fire suppression systems, warning alarms, cameras and monitors.
- Ensure all electrical components, including but not limited to, wiring harness, batteries, alternators, drive belts, lighting and air conditioning systems are complete and in good working order
- Ensure all repairs made to main structures, including but not limited to, main frames, roller frames, car bodies, swing gears, drawbars, circles, component housings, loader arms, booms, sticks, tag links, loader linkages, truck bodies, buckets, rippers and arches must be accomplished in accordance with factory recommended materials and repair procedures.

REMAINING LIFE REQUIREMENTS:

- Ensure all ground engaging tools, including but not limited to, buckets, dozer blades, base cutting edges, rippers, scarifiers, drums, feet tines, screeds, elevator flights, forks, and top clamps have good structural integrity and have fifty percent (50%) minimum remaining life.
- Return all track and rubber belted units with a minimum of fifty percent (50%) remaining life on each and every component, including but not limited to, track shoes, links, pins, bushings, idlers, bogies, sprockets, carrier rollers, and track rollers, belts can not have any cuts that extend into the cords and must not be missing guide blocks or grouser bars (lugs). Charges will be assessed for each component not meeting the requirement.
- Return all rubber tire units with a minimum of fifty percent (50%) remaining life of the original tread life of each tire. Recapped tires are not acceptable substitutes. All tires must be a matched set with the same tread type and pattern and have no significant cuts or chunking of the tread or side walls. Skid Steer tires are exempt from this provision.

LESSOR RETAINS THE RIGHT TO ASK FOR ANY AND ALL REPAIR AND MAINTENANCE RECORDS DURING THE LEASE TERM AND/OR LEASE TERMINATION. A FULL MACHINE INSPECTION MAY BE CONDUCTED AT LESSEE'S EXPENSE ANY TIME EVIDENCE DEMONSTRATES MACHES ARE BEING ABUSED FROM NEGLIGENCE OR MISAPPLICATION.

REMEDY FOR RETURN CONDITIONS:

Lessee will be invoiced for the parts and labor based on RPC's retail prices and retail labor rates to replace tires, undercarriage components, belts and all other non-conforming components as outlined in the "REMAINING LIFE REQUIREMENTS" section of the Mandatory Condition of Equipment Upon Return. The invoiced amounts will be based on the following percentages of remaining life and is payable upon receipt of invoice:

<u>Life Remaining</u> 50% or greater 31% to 49% 0% to 30%	<u>Charge To Lessee</u> No charge to Lessee 50% charge to Lessee 70% charge to Lessee
--	--

MAXIMUM USAGE:

The model listed and equipped as stated above will be operated an estimated total of ____ hours per month over a term of ____ months for total usage during the leasing term of ____ hours. This total usage combined with any accumulated hours prior to the Lease inception date, as stated above under current hours, will be the total allowable machine hours for the life of the Lease and the basis for any overuse charges.

Total Lease Hours ____ + Current Hours 0 = Total Allowable Machine Hours ____

OVERUSE CALCULATION:

In addition to the Lessor's other rights hereunder and not in lieu thereof, Lessee shall pay Lessor additional rent for each hour in excess of the Total Allowable Machine Hours established for the Lease as stated above. This hourly rate shall be \$____ per hour. Please note: To avoid overuse charges, notify Ring Power Corporation immediately of any increase in machine usage that will cause the total usage to exceed the "Total Allowable Machine Hours" as stated above. The Lease contract will be adjusted to reflect the correct hour usage.

RING INVESTMENTS, LLC
 Attention: Susan Richardson
 500 World Commerce Parkway
 St. Augustine, FL 32092
 Phone: 904/494-1101
 Email: susan.richardson@ringpower.com

Customer Information Verification

Please confirm all information listed below – If any information is incorrect, please make corrections in the space provided.

This form should be attached to the contract and made a part thereof. Thank you for your assistance.

	CURRENT INFORMATION	CORRECTIONS
Customer Name:	Nassau County BOCC	
Physical Address:	96135 Nassau Place, Suite 6 Yulee, FL 32097	Should be Suite 2
Mailing Address:	96135 Nassau Place, Suite 6 Yulee, FL 32097	Should be Suite 2
Equipment Location:	96135 Nassau Place, Suite 6 Yulee, FL 32097	West Nassau Landfill 46026 Landfill Road Callahan, Florida 32011
Business Telephone Number:	904-530-6010	
Contact Person:	Charlotte J. Young	
Federal ID #/SS#:	59-1863042	
Email Address for Contact Person:	cyoung@nassaucountyfl.com	

Tax Exempt Status: *Exempt Non-Exempt

*Tax exemption certificate required – please attach and return with your documents (Florida Department of Revenue Form DR14).

The information above has been reviewed and is accurate to the best of my knowledge with exception of corrections as noted:

CH
 Customer Initials



Department of Treasury
Internal Revenue Service
Ogden UT 84201-0074

172706.625459.189186.28725 1 AT 0.416 370



BOARD OF COUNTY COMMISSIONERS OF
NASSAU COUNTY
76347 VETERANS WAY STE 4000
YULEE FL 32097-5404



172706

Notice	CP152
Tax period	September 30, 2015
Notice date	January 4, 2016
Employer ID number	59-1863042
To contact us	Phone 1-877-829-5500 FAX 801-620-5555

Page 1 of 1

Acknowledgment of your September 11, 2015 Form 8038-G

We received your tax-exempt bond form

This notice serves as official acknowledgment that we received your Form 8038-G. If you filed more than one form, you will receive a separate acknowledgment for each one.

Tax-exempt bond information

Name of issue	LONG-TERM VEHICLE LEASE AGREEMENT
Issue date	September 11, 2015
Issue price	\$187,000.00
Maturity date	September 10, 2017
IRS report number	354

Important reminders

- Attach a copy of this notice to all of your correspondence and documents related to this tax-exempt bond.
- If a tax practitioner or someone else prepared your form, you may want to give them a copy of this notice. (A copy was automatically sent to all representatives authorized with a Power-of-Attorney for this form.)

Additional information

- Visit www.irs.gov/cp152.
- For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).
- If you have questions about tax-exempt bonds, call TEGE Customer Account Services at 1-877-329-5500.
- Keep this notice for your records.

If you need assistance, please don't hesitate to contact us.

DEPARTMENT OF TREASURY
INTERNAL REVENUE SERVICE
NASSAU COUNTY, FL
2015 DEC 28 P 1:58

15 DEC 29 PM 2:02