



**CRESTVIEW UNLIMITED SPECIAL MEETING AGENDA
JUNE 9, 2025
5:30 P.M.
COUNCIL CHAMBERS**

The Public is invited to view our meetings on the City of Crestview Live stream at <https://www.cityofcrestview.org> or the City of Crestview Facebook Page.

1. Call to Order
2. Approve Agenda
3. Presentations and Reports
4. Action Items
 - 4.1. Charitable Donation Agreement
 - 4.2. Equipment Lease Agreement
5. Comments from the Mayor and Council
6. Comments from the Audience
7. Adjournment

All meeting procedures are outlined in the Meeting Rules and Procedures brochure available outside the Chambers. Florida Statute 286.0105. Notices of meetings and hearings must advise that a record is required to appeal. Each board, commission, or agency of this state or of any political subdivision thereof shall include in the notice of any meeting or hearing, if notice of the meeting or hearing is required, of such board, commission, or agency, conspicuously on such notice, the advice that, if a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The requirements of this section do not apply to the notice provided in s. 200.065(3). In accordance with Section 286.26, F.S., persons with disabilities needing special accommodations, please contact Maryanne Girard, City Clerk at cityclerk@cityofcrestview.org or 850-628-1560 option 2 within 48 hours of the scheduled meeting.



Staff Report

CITY COUNCIL MEETING DATE: June 9, 2025

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Jessica Leavins, Interim City Manager
DATE: 6/5/2025
SUBJECT: Charitable Donation Agreement

BACKGROUND:

In the Last Will and Testament of Rita Chimiak, she declared her desire to have a property donation made to support a dog park in the City of Crestview. The city declined to operate a dog park on Ms. Chimiak's property and continued negotiations with the estate.

DISCUSSION:

Royce Taylor hereby pledges to donate to the Donee the sum of One Hundred Thousand Dollars (\$100,000.00) which is designated for the benefit of Donee, restricted to Crestview Animal Shelter and in exchange, the shelter facility will be named the *Rita Chimiak and Joan Sikes Animal Shelter* for a period of 20 years.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.

Financial Sustainability- Achieve long term financial sustainability

Organizational Capacity, Effectiveness & Efficiency- To efficiently & effectively provide the highest quality of public services

Infrastructure- Satisfy current and future infrastructure needs

Quality of Life- these areas focus on the overall experience when provided by the city.

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

FINANCIAL IMPACT

This item will add \$100,000 to the budget as a restricted line item.

RECOMMENDED ACTION

Staff respectfully requests a motion to approve the charitable donation agreement and allow for the mayor to sign the attached documents.

Attachments

1. Chimiak City of Crestview
2. Declination Specific Devise Chimiak
3. Full Waiver w Notary block(63659287.1)

Charitable Donation Agreement

This Gift Agreement (the "Charitable Donation Agreement" or "Agreement") is made effective as of this ____ day of _____, 2025, by and between **Royce C. Taylor**, whose address is 4681 Baywoods Dr., Pensacola, Florida 32504 (the "Royce Taylor"), and **Crestview Unlimited, Inc.**, whose address is 198 N. Wilson Street, Crestview, FL 32536 (the "Donee"), **City of Crestview**, whose address is 198 N. Wilson Street, Crestview, FL 32536 (herein the "City") and **John H. Adams, as the Personal Representative of the Estate of Rita J. Chimiak** whose address is 501 Commendencia Street, Pensacola, Florida 32502 (herein the "Personal Representative").

RECITALS

WHEREAS, the City is a municipality located in Northwest Florida.

WHEREAS, Donee is a not-for-profit corporation organized under the laws of Florida organized for the benefit of and controlled by the City.

WHEREAS, Donee is a charitable organization exempt under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code").

WHEREAS, Royce Taylor is the residuary beneficiary of the Estate of Rita J. Chimiak herein (the "Chimiak Estate").

WHEREAS, the Chimiak Estate is a probate estate pending in the Escambia County Circuit Court (herein the "Probate Court") as Case No. 2020 CP 501 (the "Probate Proceeding").

WHEREAS, on or about February 9, 2024, the Probate Court entered an Order which admitted the Last Will and Testament of Rita J. Chimiak (herein the "Last Will and Testament") to probate in the Probate Proceeding.

WHEREAS, the Last Will and Testament provided the following specific bequest (herein the "Specific Bequest") to the City:

"Royce Taylor will enter talks with the City of Crestview to see if they can use a portion of my property as a dog park with the city maintaining such property as a dog park for the length of time as agreeable with my beneficiary. The city/county would be responsible for all things needed to successfully continue such venture. The dog park should be listed with a sign mentioning Rita Chimiak and Joan Sikes as donators of the park. If the city

declines interest, Royce Taylor will pursue avenues to initiate a dog park on a portion of my property naming it the Rita Chimiak & Joan Sikes Dog Park.”

WHEREAS, Royce Taylor has talked to the City who has declined interest in the use and maintenance of Ms. Chimiak’s property to operate a dog park, and therefore has declined the Specific Bequest.

WHEREAS, City has plans to construct or remodel an animal shelter (herein the “Crestview Animal Shelter”).

WHEREAS, Royce Taylor desires to make a donation of \$100,000 to the Donee to be used specifically restricted to and for the construction or remodeling of the Crestview Animal Shelter.

WHEREAS, as a result of and in appreciation of the Donation and upon receipt of the \$100,000 donation in its entirety, the City has agreed to name the Animal Shelter the “Rita Chimiak and Joan Sikes Animal Shelter” for a period of twenty years, said period commencing on the date upon which the names Rita Chimiak and Joan Sikes Animal Shelter is placed upon the Crestview Animal Shelter.

NOW, THEREFORE, the parties agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and are incorporated herein by reference.
2. **Donor Commitment.** Royce Taylor hereby pledges to donate to the Donee the sum of One Hundred Thousand Dollars (\$100,000.00) (the “Charitable Donation”) which is designated for the benefit of Donee restricted to Crestview Animal Shelter.
3. **Payment.** It is further understood and agreed that the Charitable Donation will be paid in full on or before July 31, 2025. It is also understood and agreed that the gift funds as received may be invested by the Donee as it shall best determine and shall be considered restricted to the Crestview Animal Shelter.
4. **Naming Rights.** In exchange for and appreciate for the Charitable Donation, the City agrees that the Crestview Animal Shelter will be named “Rita Chimiak and Joan Sikes Animal Shelter” (herein the “Naming Rights”). Provided however, the City shall have no obligation to name the Crestview Animal Shelter the “Rita Chimiak and Joan Sikes Animal Shelter” if the Charitable Donation

is not made in its entirety. The Naming Rights shall be for a period of twenty (20) years and this twenty year period shall commence from the date upon which the words "Rita Chimiak and Joan Sikes Animal Shelter" are placed upon the Crestview Animal Shelter. For the purposes of this Agreement, Crestview Animal Shelter shall mean any existing building or new building which the City uses as the Crestview Animal Shelter.

5. Royce Taylor's Representations. Royce Taylor hereby represents that as of the date hereof:

5.1 Royce Taylor owns the Charitable Donation free and clear of all liens, claims, and security interests, and has the right to assign the same pursuant hereto.

5.2 There is no action, suit, litigation, or proceeding of any nature pending against or affecting Royce Taylor or the Charitable Donation or any portion thereof, which could result in the obtaining of a lien or other interest in the Charitable Donation by any third party, in any court or before or by any federal, state, county, or municipal department, commission, board, bureau, agency, or other governmental instrumentality.

5.3 To the best of Royce Taylor's knowledge, Royce Taylor has not received any notice from any governmental unit or agency indicating that the Charitable Donation or any portion thereof, or any operation conducted therein, is in violation of any statute, code, ordinance, or regulation.

5.4 Royce Taylor acknowledges he has not received any benefit from Donee in exchange for the gift hereunder and that he is making the gift of the Charitable Donation as a charitable contribution to a § 501(c)(3) charitable organization.

6. Donee's Representations. Donee and City hereby represent that as of the date hereof:

6.1 Donee is a duly organized and validly existing Florida not-for-profit corporation. The person executing this Agreement on behalf of Donee and City is fully and duly authorized to do so by Donee and City, and any and all actions required to make this Agreement and the performance thereof legally binding obligations of Donee and City, have been duly and legally taken. Specifically, the City and the Donee agree that they have the authority to name the Crestview Animal Shelter after Rita Chimiak and Joan Sikes on the terms and conditions set forth in this Agreement. No further consent, authorization or approval of any person or entity is required for Donee or City to enter into or perform this transaction, except as expressly provided or contemplated in this Agreement.

6.2 Donee is exempt from federal income tax under § 501(c)(3) of the Code.

6.3 Donee will execute the contemporaneous acknowledgment attached hereto as Exhibit “A”.

7. **Intent.** It is the agreement of the parties and the intention and wish of the Royce Taylor that this gift and any unpaid promised installment under this Agreement shall constitute the Royce Taylor’s binding obligation and shall be enforceable at law and equity including, without limitation, against the Royce Taylor and his successors and assigns. Royce Taylor acknowledges that the Donee is relying, and shall continue to rely, on the Royce Taylor’s gift being fully satisfied as set forth herein.

8. **Probate Proceeding.** The City of Crestview shall file in the Probate Proceeding a declination of the specific bequest set forth in the Last Will and Testament and a Consent to the Closing of the Estate, Waiver of Accounting and Consent to discharge of the Personal Representative. The foregoing documents shall be prepared by the Personal Representative and provided to the City.

9. **Remedies.** In the event that either party fails to perform any covenant, agreement or obligation hereof as provided herein, or in the event that there is any breach or failure of any warranty or representation by a party, then the non-defaulting party shall have all rights and remedies available at law or in equity including the right of injunctive relief, damages and the right to action for specific performance.

10. **Governing Law.** The parties hereto expressly agree that the terms and conditions hereof, and the subsequent performance hereunder, shall be construed and controlled in accordance with the laws of the State of Florida.

11. **Entire Agreement.** This Agreement contains the entire Agreement between the parties hereto and no statement or representation of the respective parties hereto, their agents or employees, made outside of this Agreement, and not contained herein, shall form any part hereof or be binding upon the other party hereto. This Agreement shall not be changed or modified except by written instrument signed by the parties hereto.

12. **Further Assurances.** Each party hereto shall, from time to time, execute and deliver such further instruments as the other party or its counsel may reasonably request to effectuate the intent of this Agreement.

13. **Captions.** Captions used in this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement. Whenever used, the singular shall include the plural, the plural shall include the singular, and the neuter gender shall include all genders.

14. **Assignment.** Donee may assign its interest in this Agreement only with the prior written consent of Royce Taylor, and such consent may not be unreasonably withheld.

15. **Time is of the Essence.** Time is of the essence of this Agreement. If any date referenced herein falls on a Saturday, Sunday or legal holiday, then such date automatically is extended to the next business day.

[signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Gift Agreement as of the day and year first written above.

ROYCE C. TAYLOR

Date: _____

**JOHN H. ADAMS, as Personal Representative
Of the Estate of Rita J. Chimiak**

Date: _____

CRESTVIEW UNLIMITED, INC.

By: _____
Its: _____

Date: _____

CITY OF CRESTVIEW

By: _____
Its: _____

Date: _____

Exhibit A

Contemporaneous Written Acknowledgment of Receipt of Gift

This Contemporaneous Written Acknowledgment of Receipt of Gift is provided by **CRESTVIEW UNLIMITED, INC.** (EIN: 87-1184737), a registered 501(c)(6) not-for-profit corporation, organized under the laws of Florida and located in Okaloosa County, Florida (the “Donee”), to ROYCE CHIMIAK, (the “Donor”), in acknowledgment of the Donor’s gift to the Donee of immediately available funds in the amount of One Hundred Thousand and No/100 Dollars (\$100,000.00) on _____, 2025.

The undersigned representative of the Donee certifies that no goods or services were provided by the Donee to the Donor in consideration for receipt of the Gift described above.

CRESTVIEW UNLIMITED, INC.

By: _____
Its: _____

IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

IN RE: ESTATE OF

RITA JANE CHIMIAK,
Deceased.

CASE NO.: 2020 CP 501

/

DECLINATION OF SPECIFIC DEVISE

COMES NOW, The City of Crestview, by and through its undersigned counsel and files this Declination of a Specific Devise in the Last Will and Testament of Rita M. Chimiak as follows:

1 On or about February 9, 2024, this Court entered the Last Will and Testament of Rita Jane Chimiak dated November 18, 2017 to probate.

2. Ms. Chimiak's Last Will and Testament dated November 18, 2017 provided the following specific bequest (herein the "Specific Bequest") to the City:

"Royce Taylor will enter talks with the City of Crestview to see if they can use a portion of my property as a dog park with the city maintaining such property as a dog park for the length of time as agreeable with my beneficiary. The city/county would be responsible for all things needed to successfully continue such venture. The dog park should be listed with a sign mentioning Rita Chimiak and Joan Sikes as donators of the park. If the city declines interest, Royce Taylor will pursue avenues to initiate a dog park on a portion of my property naming it the Rita Chimiak & Joan Sikes Dog Park."

3. After the foregoing Will was admitted to probate, Royce Taylor, the beneficiary under Ms. Chimiak's Will, entered into talks with the City of Crestview regarding the above devise.

4. The City of Crestview has declined to proceed with operating a dog park on Ms. Chimiak's property. Instead, Mr. Taylor has agreed personally to make a charitable donation in the amount of \$100,000 to Crestview Unlimited, Inc., which is a non-profit entity controlled by the City of Crestview. The donated funds will be used to assist in conjunction with improving or constructing an animal shelter and the City of Crestview has agreed to name the animal shelter "The Rita Chimiak and Joan Sikes Animal Shelter" for an agreed period of time.

5. As a result, the City specifically declines any bequest, right or interest in Ms. Chimiak's estate.

City of Crestview

By: _____

Its: _____

198 North Wilson Street
Crestview, Florida 32536

/s/ Jonathan T. Holloway

Florida Bar No. 627763

JONATHAN HOLLOWAY P.A.

420 E. Pine Avenue

Crestview, FL 32539-2808

Telephone: (850) 398-6808

Facsimile: (850) 389.6809

Electronic Mail: jholloway@okaloosalaw.com

Attorney for the City of Crestview

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was served on the ____ day of May, 2025 by e-service.

John H. Adams
GrayRobinson, P.A.
601 S. Palafox St.
Pensacola, Florida 32502

/s/ Jonathan T. Holloway

Jonathan T. Holloway

IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

IN RE: ESTATE OF

RITA JANE CHIMIAK,
Deceased.

CASE NO.: 2020 CP 501

/ _____

**WAIVER OF ACCOUNTING, PORTIONS OF PETITION
FOR DISCHARGE, SERVICE OF PETITION FOR
DISCHARGE AND RECEIPT OF BENEFICIARY
AND CONSENT TO DISCHARGE
(full waiver)**

The undersigned, _____ on behalf of the City of Crestview, whose address is 198 North Wilson Street, Crestview, FL 32539-2808 and who has an interest in the above estate as a beneficiary, hereby:

- a. Expressly acknowledges that the undersigned is aware of the right to have a final accounting;
- b. Waives the filing and service of a final or other accounting by the personal representatives;]
- c. Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representatives, attorneys, accountants, appraisers or other agents employed by the personal representatives, and the manner of determining that compensation;
- d. Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representatives, attorneys, accountants, appraisers, or other agents employed by the personal representatives; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;
- e. Waives the inclusion in the Petition for Discharge of a plan of distribution;
- f. Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;
- g. Waives all objections to any accounting and to the Petition for Discharge;
- h. Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and
- i. Consents to the entry of an order discharging the personal representative without notice, hearing, or waiting period, and without further accounting.

Signed on this _____ day of _____, 2025.

CITY OF CRESTVIEW

BY: _____

ITS: _____

Sworn to (or affirmed) and subscribed before me by means of () physical presence or ()
online notarization, this _____ day of _____, by _____
as the _____ and authorized representative of the City of Crestview.

Signature

Notary Public State of Florida

Printed Name of Notary Public

() Personally known or () Produced Identification _____



Staff Report

CITY COUNCIL MEETING DATE: June 9, 2025

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Jessica Leavins, Interim City Manager
DATE: 6/5/2025
SUBJECT: Equipment Lease Agreement

BACKGROUND:

To support operations at Blackwater Golf Club, the City and Crestview Unlimited, Inc. proposes to enter into a lease with First Citizens Bank for ten (10) golf carts and one (1) utility cart. The equipment will be financed through a 60-month lease agreement, with Crestview Unlimited as lessee and the City as co-lessee.

DISCUSSION:

This lease agreement with First Citizens Bank is for the acquisition of ten (10) EZ-Go RXV EX1 golf carts and one (1) Cushman Hauler 800X utility cart for use at Blackwater Golf Club. The lease term is 60 months and includes fixed monthly payments.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.

Financial Sustainability- Achieve long term financial sustainability

Quality of Life- these areas focus on the overall experience when provided by the city.

Community Character- Promote desirable growth with a hometown atmosphere

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

This agreement outlines a lease duration of 60 months with fixed monthly payments of \$1,004.41. At the conclusion of the lease term, the lessee has the option to purchase the equipment at its fair market value. A one-time documentation fee of \$200.00 is due with the first month's lease payment. Crestview Unlimited, Inc. has sufficient funds available in its current fiscal year operating budget, and funding will be appropriately allocated in subsequent fiscal years.

RECOMMENDED ACTION

Staff respectfully request a motion to approve the lease agreement with First Citizens Bank for golf course equipment and authorization to execute all related documents.

Attachments

1. Master Lease Agreement #ML-0000109077

Thank You for Choosing First Citizens Bank for your Financing Needs

Instructions for Completion of Your Documents

First Citizens Bank Application: #BC-00035599

REVIEW YOUR AGREEMENT	• Please review your Agreement and the accompanying documents carefully. • Review and electronically sign. As long as a copy of the signed and dated Lease or Loan Agreement Package is returned via DocuSign or manually signed and e-mailed to golfandturfef@firstcitizens.com there is no need to mail the original Agreement package to us. • An authorized corporate officer, member or general partner must sign the Agreement. See Authorized Signer's List for appropriate titles. • Please include your 9-digit Federal Tax ID # in the space provided on the Agreement. • Contact your Financial Representative if you have questions or if any portion of this package is not clear or legible.
PERSONAL GUARANTY (IF APPLICABLE)	If a personal guaranty is required, please provide a clear copy of the guarantor(s) driver's license and have them properly sign and date the enclosed Personal Guaranty document
ELECTRONIC DEBIT AGREEMENT	For your billing convenience, you may elect to have your payments automatically debited from your business checking account. If you would like to take advantage of this payment option, please complete, sign and return the attached Electronic Debit Authorization Form. <i>*Please note: Automatic debits may be required as a condition of your application approval.</i>
DOCUMENTATION & TITLE PROCESSING FEES	Documentation Fee \$200.00 Titling Fee This fee will be billed on your first invoice or drafted in your first payment with First Citizens Bank unless otherwise specifically indicated in your Lease Agreement.
ADVANCE PAYMENT FEES (IF APPLICABLE)	Advance Payment Fee: \$0.00 Payments can be made by check payable to First-Citizens Bank & Trust Company or you may elect to have this payment debited from your bank account by completing the Electronic Debit Form. We do not accept money orders, cashier's checks or cash. Remit to: First-Citizens Bank & Trust Company 10201 Centurion Pkwy N, Ste. 100 Jacksonville, FL 32256 Attn: Industrial Originations Team
SALES TAX EXEMPTION	If you are a tax-exempt entity, please email us a valid sales tax exemption certificate to golfandturfef@firstcitizens.com and reference your application number in the subject line. Please ensure the following information is provided: • Lessor's legal name which must match the name on the Agreement Description of the equipment being leased or financed • Your business type • Basis for claiming exemption • Your Registration Number / Federal Identification Number (FEIN) Select "Single Purchase" or "Blanket Purchase" on form Certificate must be valid (not expired) • Certificate must be signed and dated on or before the commencement date of your Agreement

WE APPRECIATE YOUR BUSINESS!

Once your documents have been signed, please scan and send them via email to: golfandturfef@firstcitizens.com. If you have any questions, please feel free to contact a First Citizens Bank Financial Solutions Specialist at 877-496-4374.

AUTHORIZED SIGNER'S TITLES

CORPORATION

- President
- Vice President
- Treasurer
- Controller
- Chief _____ Officer:
 - Executive, Financial, Operating, Information, Accounting, Administrative, Analytics, Brand, Channel, Commercial, Compliance, Communications, Data, Detail, Information, Information Security, Legal, Marketing, Networking, Procurement, Risk, Strategy, Technical, Human Resources
- Director of Finance
- Director of Information Technology
- Administrator (Hospitals and Nursing Homes only)
- Information Technology Manager (Up to \$50,000)
- Director of Purchasing OR Purchasing Manager (Up to \$50,000)
- General Manager (Up to \$50,000)
- Operations Manager (Up to \$50,000)
- Branch Manager (Up to \$50,000)
- Facilities Manager (Up to \$50,000)
- Officer Manager (Up to \$25,000..Acceptable to non-publicly held corporations, professional associations and professional corporations only)

NON-PROFIT

- Refer to CORPORATION
- Executive Director
- Administrator (Up to \$50,000)

PROFESSIONAL CORPORATION/PROFESSIONAL ASSOCIATION

- Refer to CORPORATION

LIMITED LIABILITY CORPORATION/COMPANY

- Member
- Managing Member
- Manager
- First five titled persons named under CORPORATION

GENERAL PARTNERSHIP

- General Partner (may be a legal entity, if so follow those rules as well)

LIMITED PARTNERSHIP

- General Partner (may be a legal entity, if so follow those rules as well)

LIMITED LIABILITY PARTNERSHIP

- General Partner (may be a legal entity, if so follow those rules as well)

SOLE PROPRIETORSHIP

- Owner

CHURCH

- Refer to NON-PROFIT, however, only first five titled persons under CORPORATION
- Pastor

SCHOOL DISTRICTS

- Need school board approval for lease, person authorized on board approval must sign the lease

UNIVERSITIES / COLLEGES

Private

- Refer to "CORPORATION" (non-profit institutions)
- Chancellor / Vice Chancellor
- Provost / Vice Provost / Associate Provost
- Director/Administrator of Financial Services
- Director/Administrator of Purchasing/Procurement

Public

- May need PO – especially if ordered off a BPA / BOA
- Copy of authorization signed by board or RFP award
- Chancellor / Vice Chancellor
- Provost / Vice Provost / Associate Provost
- Director/Administrator of Financial Services
- Director/Administrator of Purchasing/Procurement

PUBLIC SECTOR

- Need certificate of authority / resolution authorizing transaction
- Fully executed and funded PO will substitute
- Awarded RFP
- Contracting Officer
- Purchasing / Procurement Director or similar title ok for transactions under \$100,000

Master Lease Agreement

This Master Lease Agreement #ML-0000109077 (the "Master Lease") contains the terms of your agreement with us. Please read it carefully and ask us any questions you may have. The words **you**, **your** and **lessee** mean you, our customer. The words **we**, **us**, **our** and the **lessor**, mean First-Citizens Bank & Trust Company.

1. LEASE; DELIVERY AND ACCEPTANCE. You agree to lease the equipment described in any schedule (collectively the "Equipment") that incorporates this Master Lease by reference. A schedule to this Master Lease ("Schedule") shall incorporate this Master Lease by reference by listing the Master Lease Number set forth above on the Schedule. Each Schedule that incorporates this Master Lease shall be governed by the terms and conditions of this Master Lease, as well as the terms and conditions set forth in such individual Schedule. Each Schedule shall constitute an agreement separate and distinct from this Master Lease and any other Schedule. In the event of a conflict between the provisions of this Master Lease and a Schedule, the provisions of the Schedule shall govern but only with respect to that Schedule. The termination of this Master Lease will not affect any Schedules executed before the effective date of such termination. If you have entered into any purchase agreement or purchase order ("Purchase Contract") with any Vendor (as set forth on the applicable Schedule), you assign to us your rights under such Purchase Contract, but none of your obligations (other than the obligation to pay for the Equipment if it is accepted by you as stated below and you timely deliver to us such documents and assurances as we request). If you have not entered into a Purchase Contract, you authorize us to enter into a Purchase Contract on your behalf. You will arrange for the delivery of the Equipment to you. When you receive the Equipment, you agree to inspect it to determine if it is in good working order. Each Schedule will become effective on the date when the Equipment is delivered to you and the Equipment will be deemed irrevocably accepted, under each Schedule by you upon the earlier of: (a) the delivery to us of a signed Delivery and Acceptance Certificate (if requested by us); or (b) 10 days after delivery of the Equipment to you if previously you have not given written notice to us of your non-acceptance. You agree to pay us Interim rent, based on a prorated daily amount of the Lease Payment, for each day between the day that the Equipment is delivered to you and the first day that is included as regularly scheduled rent in the amount of your first regularly scheduled Lease Payment. The first Lease Payment (as specified in the applicable Schedule) is due on or after the date the Equipment is delivered to you. The remaining Lease Payments (as specified in the applicable Schedule) will be due on the day of each subsequent month (or such other time period specified in each Schedule) designated by us. You will make all payments required under such Schedule to us at such address as we may specify in writing. You authorize us to adjust the Lease Payment under each Schedule proportionally by not more than 15% of such payment if the actual Total Cash Price (which is all amounts we have paid in connection with the purchase, delivery and installation of the Equipment, including any trade up and buyout amounts) differs from the estimated Total Cash Price. If any Lease Payment or other amount payable under any Schedule is not paid within 10 days of its due date, you will pay us a late charge not to exceed 7% of each late payment (but in no event greater than the maximum amount allowable under applicable law).

2. NO WARRANTIES. We are leasing the Equipment to you "AS-IS". **YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE THE EQUIPMENT, WE DO NOT REPRESENT THE MANUFACTURER OR THE VENDOR, AND YOU HAVE SELECTED THE EQUIPMENT VENDOR BASED UPON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. YOU AGREE THAT REGARDLESS OF CAUSE, WE ARE NOT RESPONSIBLE FOR AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL, OR INDIRECT. YOU AGREE THAT NEITHER VENDOR NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF VENDOR IS OUR AGENT OR HAS ANY AUTHORITY TO SPEAK FOR US OR TO BIND US IN ANY WAY.**

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What that means for you: When you open an account, we will ask for (i) if you are a legal entity, your name, address, and other information that will allow us to identify you; (ii) if you are an individual, your name, address and date of birth. We may also ask to see your driver's license or other identifying documents.

To the extent transferable, we transfer to you for the term of each Schedule any warranties made by the manufacturer or Vendor with respect to the Equipment leased pursuant to such Schedule. You agree that you will not assert against us any claim or defense that you have against the Supplier.

3. EQUIPMENT LOCATION; USE AND REPAIR. You may move the Equipment leased under any Schedule, that in the ordinary course of your business is necessary to be moved to perform its intended purpose(s) without our prior written consent; however the relocated Equipment must remain in the continental United States. At your own cost and expense, you will keep the Equipment eligible for any manufacturer's certification in compliance with all applicable laws and in good condition, except for ordinary wear and tear. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations, additions or replacements will become part of the Equipment and our property at no cost or expense to us. Without our prior written consent, you agree that you will not take the Equipment out of service and will not permit a third party to pay or provide funds to pay the amounts due hereunder. Unless you purchase the Equipment in accordance with the terms of this Master Lease and the related Schedule, at the end of or upon termination of such Schedule you will immediately return the Equipment to us, in good condition and repair, to any place in the United States that we tell you, and upon our request, you will provide us with a certification from the manufacturer or its authorized representative as to the Equipment's condition. You will pay for all outstanding lease payments, late charges, insurance charges, and our estimated property taxes on the Equipment based upon the prior year's actual property tax, shipping and other expenses; you will insure the Equipment for its full replacement value during shipping. Unless we request return to us, you must retain physical possession of the Equipment through the end of the initial or any renewal lease term of the related Schedule.

4. TAXES AND FEES. You are responsible for all sales and use (unless you provide us with an acceptable Sale/Use Tax exemption form), personal property or other taxes relating to the use or ownership of the Equipment, now or hereafter imposed, or assessed by any state, federal or local government or agency. You agree to pay when due, or reimburse us for all taxes, fines or penalties imposed upon the Equipment and, if we elect, you agree to pay us estimated property taxes either with each lease payment or at the end of the lease term as more fully set forth herein. We will file all sales, use and personal property tax returns (unless we notify you otherwise in writing). We do not have to contest any taxes, fines or penalties; however, you may do so provided (a) you do so in your own name and at your expense, (b) the contest will not result in any sort of lien being placed on the Equipment or otherwise jeopardize our rights in any of the Equipment, (c) you pay us for any taxes we remitted to the taxing authorities even though you may be contesting the taxes and indemnify and hold us harmless for any expenses, including legal expenses, we incur as a result of such contest. If we file such personal property tax reports, you will pay property taxes as invoiced by us.

5. LOSS OR DAMAGE. As between you and us, you are responsible for any loss, theft, destruction of, or damage to, the Equipment (collectively, "Loss") from any cause at all, whether or not insured, until delivered to us at the end of the applicable Schedule. You are required to make all Lease Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay us the amounts specified in Section 9(b) of this Master Lease.

BY SIGNING BELOW, YOU CERTIFY THAT YOU HAVE RECEIVED AND REVIEWED THIS MASTER LEASE AND THAT EACH OF THE PROVISIONS SET FORTH IN THIS MASTER LEASE IS CLEAR AND LEGIBLE. (i) you acknowledge that you have read and understand the terms and conditions of this master lease and any schedule; (ii) You agree that any schedule to this master lease is a net lease, which you cannot terminate or cancel, and that you have an unconditional obligation to make all payments under such schedule, and you cannot withhold, set off or reduce such payments for any reason (including but not limited to loss, damage or theft to or of any one or more items of the Equipment); (iii) You will use the products covered under a schedule only for business purposes; and (iv) You agree that by providing a telephone number to a cellular or other wireless device, you are expressly consenting to receive communications from us, our affiliates and agents (for non-marketing purposes) at that number, including but not limited to, prerecorded and artificial voice messages, text messages, and calls from automated telephone dialing systems; these calls may incur fees from your cellular provider; and this consent applies to each such telephone number you provide to us now or in the future.

LESSOR: First-Citizens Bank & Trust Company
10201 Centurion Pkwy #100
Jacksonville, FL 32256

Lessee: Crestview Unlimited, Inc.

Lessee Legal Name

Blackwater Golf Club

Lessee "Doing Business As" Name

4927 Antioch Road

Street Address

Crestview, Florida 32536

City, State, Zip

Authorized Signature

Authorized Signature

Date Signed

Date Signed

Print Name

Print Signer's Name and Title

Print title

Federal Tax ID

6. INSURANCE. You shall obtain and maintain, at your own expense, insurance against loss or damage to the Equipment including, without limiting the generality of the foregoing, loss by fire (including so-called extended coverage), theft, collision and such other risks of loss (including special form coverage, all risk including theft) as are customarily insured against on this type of Equipment, in any amount not less than the full replacement value thereof, in such form and with such insurers as shall be reasonably satisfactory to us ("Physical Damage Insurance"). In addition, you shall obtain liability and third party property damage insurance in an amount not less than \$1,000,000 per occurrence and \$1,000,000 umbrella coverage and if the Equipment is titled or a commercial vehicle, \$1,000,000 in automobile liability along with Comp & Collision coverage. If any such policies of insurance contain a co-insurance clause, you shall either cause any such co-insurance clause to be waived or maintain at all times a sufficient amount of insurance to meet the requirements of any such co-insurance clause so as to prevent you from becoming a co-insurer under the terms of any such policy. **All such policies shall name First-Citizens BancShares, Inc. and all subsidiaries as an additional insured and loss payee thereof, as our interests may appear,** and shall provide that the insurer will give us at least 30 days' written notification of cancellation (10 days for non-payment). At our request, you shall furnish us with a copy of any policy of insurance and certificate of insurance or other evidence satisfactory to us that such insurance coverage is in effect. You shall give us notice of any damage to, or loss of, the Equipment upon the occurrence of any such damage or loss. If you do not provide evidence of acceptable Physical Damage Insurance, we have the right, but no obligation, to obtain Physical Damage Insurance covering our interest in the Equipment for the lease term, and renewals. Any Physical Damage Insurance we obtain will not insure you against third party or liability claims and may be canceled by us at any time. In the event we obtain the above-described Physical Damage Insurance, you will be required to pay us an additional amount each month for the insurance premium and an administrative fee. You agree that we, or one of our affiliates, may make a profit in connection with the Physical Damage Insurance we obtain. The cost may be more than the cost of obtaining your own insurance. You agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims. If you later provide us with evidence that you have obtained acceptable Physical Damage Insurance, we will cancel the Physical Damage Insurance we obtained. The Physical Damage Insurance we obtain (1) will not name you as an insured, additional insured, or loss payee; (2) will not provide you with liability insurance; (3) may not pay any claim that you make; (4) will not pay any claim made against you; and (5) may be cancelled by us at any time. You agree to cooperate with us, our insurer, and our agent in the placement of coverage and with claims.

7. TITLE; RECORDING. Unless you are given a \$1.00 purchase option under a Schedule, we are the owner of and will hold title to the Equipment. However, if you are given a \$1.00 purchase option under a Schedule, you agree that the transaction is not a true lease. You will keep the Equipment free of all liens and encumbrances. If the transaction is deemed to be a lease intended for security, you grant us a security interest in the Equipment (including any replacements, substitutions, additions, attachments and proceeds). **YOU AUTHORIZE US TO FILE, FINANCING STATEMENTS COVERING THE EQUIPMENT.** The Equipment covered by this Master Lease and any Schedule shall constitute collateral and be security for the repayment of this Master Lease, and any other Schedule or agreement between you and us. You agree that Equipment covered by any other Schedule or agreement between you and us shall constitute collateral and be security for the repayment of this Master Lease and any Schedule. You will abide by all applicable laws regarding the Equipment including but not limited to titling and registration laws. In the event that any of the Equipment consists of a vehicle that requires a Certificate of Title or similar ownership document including but not limited to "Registration Certificates" ("Vehicle"), you will apply for such Certificate of Title and Registrations with us noted as the owner, or in the case of a \$1.00 purchase option Schedule, you will cause us to be noted as the first and only lienholder thereon and deliver to us the original Certificate of Title within 90 days after your receipt of such vehicle(s).

8. DEFAULT. Each of the following is a "Default" under this Master Lease and any Schedule: (a) you fail to pay any Lease Payment or any other payment within 30 days of its due date; (b) you do not perform any of your other obligations under this Master Lease or any Schedule or in any other agreement with us or with any of our affiliates and this failure continues for 30 days after we have notified you of it; (c) you become insolvent, you dissolve, you assign your assets for the benefit of your creditors, you sell, transfer or otherwise dispose of all or substantially all of your assets, or you enter (voluntarily or involuntarily) any bankruptcy or reorganization proceeding; (d) without our prior written consent, which will not be unreasonably withheld or delayed, you merge or consolidate with any other entity and you are not the survivor of such merger or consolidation; (e) (i) you, a guarantor, or other person who has a controlling interest in, or otherwise controls you, become listed on the Specially Designated Nationals and Blocked Person List maintained by the Office of Foreign Assets Control ("OFAC"), Department of the Treasury, and/or any other similar lists maintained by OFAC pursuant to any authorizing statute, Executive Order or regulation; or (ii) a person designated under Section 1(b), (c) or (d) of Executive Order No. 13224 (September 23, 2001), any related enabling legislation or any other similar Executive Orders; and (iii) all applicable Bank Secrecy Act ("BSA") laws, rules, regulations and government guidance relating to BSA compliance import or export controls, anti-money laundering and terrorist financing; (h) if a letter of credit has been issued in conjunction with any Schedule to this Master Lease, a cancellation or non-renewal of such letter of credit; (j) any guarantor dies, does not perform its obligations under the guaranty, or becomes subject to one of the events listed above; or (j) if the Equipment is a Vehicle, you will be in default if we do not receive the original Certificate of Title as required under section 10 above.

9. REMEDIES. If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Master Lease and/or any or all Schedules and any or all other agreements that we have entered into with you; (b) we may require you to immediately pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) the present value of all unpaid Lease Payments for the remainder of the term plus, the present value of our anticipated residual interest in the Equipment, each discounted at the lesser of 1) the rate implicit in the Schedule, or 2) 4% per year, plus (ii) plus past due interest at the rate of 18% per annum, plus (iii) all other amounts due and to become due under this Master Lease and any Schedules; (c) we may require you to deliver the Equipment to us as set forth in Section 3; (d) if the letter of credit is canceled or not renewed or the bank sends us written notice of its intent to cancel or not renew the letter of credit, we may immediately draw on the letter of credit for the total of the amounts identified in (b) above; and (e) we or our agent may peacefully repossess the Equipment without court order and you will not make any claims against us for damages or trespass or any other reason; and (f) we may exercise any other right or remedy available at law or in equity. In the event of a dispute arising out of this Master Lease or any Schedules, the prevailing party shall be entitled to its reasonable collection costs and attorney fees and costs incurred in enforcing or defending this Master Lease or any Schedules (including those attorney fees and costs incurred post-judgement). If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You will remain responsible for any amounts that are due after we have applied such net proceeds. You agree that if notice of sale is required by law to be given, 10 days notice shall constitute reasonable notice. If we delay or fail to enforce any of our rights under this Master Lease or any Schedules, we will still be entitled to enforce those rights at a later time.

10. FINANCE LEASE STATUS. You agree that if Article 2A-Leases of the Uniform Commercial Code applies to a Schedule, such Schedules will be considered a "finance lease" as that term is defined in Article 2A. By signing each Schedule, you agree that either (a) you have reviewed, approved, and

received a copy of the purchase contract or (b) that we have informed you of the identity of the Supplier that you may have rights under the purchase contract, and that you may contact the supplier for a description of those rights. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A.**

11. ASSIGNMENT. YOU MAY NOT ASSIGN, SELL, TRANSFER OR RENT, OR ALLOW ANY LIENS TO BE PLACED ON THE EQUIPMENT OR YOUR INTEREST IN ANY SCHEDULE OR THIS MASTER AGREEMENT WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH CONSENT WILL NOT BE UNREASONABLY WITHHELD OR DELAYED. We may, without notifying you, sell, assign, or transfer this Master Lease or any Schedule and our rights to the Equipment. You agree that the new owner will have the same rights and benefits that we have now under this Master Lease and any Schedule but not our obligations, which obligations we will remain responsible for. The rights of the new owner will not be subject to any claims, defenses or set-off that you may have against us or the supplier.

12. PURCHASE OPTION; AUTOMATIC RENEWAL. If no Default has occurred and is continuing under this Master Lease or any Schedule, you will have the option at the end of the initial or any renewal term of a Schedule to purchase all (but not less than all) of the related Equipment covered by such Schedule at the Purchase Option price shown on such Schedule, plus any applicable taxes and if the purchase occurs after the rendition date for any personal property taxes on the Equipment, you agree to pay us the estimated property tax based upon the prior year's actual property tax. Unless the Purchase Option price is \$1.00, you must give us at least 90 days but not more than 180 days written notice (by certified or registered mail) before the end of the initial term or any renewal term of a Schedule, that you will purchase the related Equipment or that you will return the related Equipment to us. If you do not give us such written notice timely, or if, having given such notice, you do not purchase or deliver the related Equipment in accordance with the terms and conditions of this Master Lease and the applicable Schedule, the applicable Schedule will automatically renew for an initial three month renewal term and thereafter for successive one month terms unless and until you give us the required notice and either purchase or deliver the related Equipment to us. Each month during a renewal term the Lease Payment will remain the same. If your payment frequency is monthly your payments during renewal remain the same. If your payment frequency is other than monthly, then your renewal payments shall be the monthly equivalent of your periodic payment amount. We may cancel an automatic renewal term by sending you written notice 10 days prior to such renewal term. If the Fair Market Value Purchase Option has been selected under any Schedule, we will use our reasonable judgment to determine the related Equipment's fair market value as configured, in place and installed. You agree that the Fair Market Value is the amount that may reasonably be expected for the installed Equipment in an exchange between a willing buyer and a willing seller, including costs to make the Equipment fully operational. If you do not agree with our determination of the related Equipment's in use and in place fair market value, the fair market value (in use and in place) will be determined at your expense by an independent appraiser mutually acceptable to you and us. Upon payment of the Purchase Option price, we shall transfer our interest in the related Equipment to you "AS-IS, WHERE IS" without any representation or warranty whatsoever and the applicable Schedule will terminate.

13. INDEMNIFICATION. You are responsible for any losses, damages, penalties claims, suits and actions (collectively "Claims"), whether based on a theory of strict liability or otherwise caused by or related to the Equipment. You agree to reimburse us for and if we request, to defend us against, any Claims, except Claims caused by our willful misconduct. You agree that your obligations under this Section and the TAXES AND FEES section shall survive the termination of this Master Lease for Claims arising during the term of this Master Lease or any Schedule.. **When used in this Section, the term "us" shall include our parent company First Citizens BancShares, Inc.**

14. SECURITY DEPOSIT: The security deposit, listed on a Schedule, is payable upon execution, is non-interest bearing, will be commingled with Our other funds and secures Your performance under the EFA. We may apply the security deposit to satisfy any amounts owed by You, in which event You will promptly restore the security deposit to its full amount. If all conditions are fully complied with and You have not ever been in default, the security deposit will be refunded to You after the end of the term of each Schedule.

15. CREDIT INFORMATION/FINANCIAL STATEMENTS. YOU AUTHORIZE US OR ANY OF OUR AFFILIATE TO OBTAIN CREDIT BUREAU REPORTS AND MAKE OTHER CREDIT INQUIRIES THAT WE DETERMINE ARE NECESSARY. You agree to provide us copies of your balance sheet, income statement and other financial reports as we may reasonably request.

16. ELECTRONIC TRANSMISSION; COUNTERPARTS. A fax or electronically transmitted signed version of this Master Lease or a Schedule, when received by us, shall be binding on you for all purposes as if originally signed. Any Schedule or this Master Lease is not binding on us until we sign it. We may accept this Master Lease or any Schedule hereunder by signing, either manually or electronically. This Master Lease or a Schedule may be signed in counterparts each of which will be considered an original such all counterparts will be considered and constitute one and the same agreement or schedule. If you transmit this Master Lease or Schedule by fax or electronically, you agree that the only version of the Master Lease or Schedule that is the original for all purposes is the version containing your fax or scanned signature and our signature. The Master Lease and any related Schedules may be retained electronically and you agree that any such electronic version shall be fully enforceable without the need to produce an original.

17. MISCELLANEOUS. (a) Choice of Law. This Master Lease and all Schedules and any claims, controversies, disputes or causes of action (whether in contract, tort or otherwise) shall be governed construed, and enforced in accordance with Federal law and the laws of the State of New York (without regard to the conflict of laws principles of such state). The Parties consent to the jurisdiction of any court located within the State of New York, and waive any objection relating to improper venue or forum non conveniens. **(b) Jury Trial. BOTH PARTIES EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS MASTER LEASE OR ANY SCHEDULE. (c) Entire Agreement.** The Master Lease constitutes the entire agreement between you and us and supersedes all prior agreements. **(d) Enforceability.** If any provision of this Master Lease or a Schedule is unenforceable, illegal or invalid, the remaining provisions shall continue to be effective. **(e) Amendment.** This Master Lease or any Schedule may not be modified or amended except by a writing signed by you and us, either manually or electronically. You agree however, that we are authorized, without notice to you, to supply missing information, such as serial numbers, or correct typographical, immaterial, or obvious errors in this Master Lease provided that such change does not materially alter your obligations under this Master Lease. **(f) Notice.** All notices shall be in writing and shall be delivered to the appropriate party personally, by private courier, by facsimile transmission, or by mail, postage prepaid, at its address shown herein or to such other address as directed in writing by such party. **(g) Usury.** It is the express intent of both of us not to violate any applicable usury laws or to exceed the maximum amount of interest permitted to be charged or collected by applicable law, and any excess payment will be applied to the lease payments in inverse order of maturity, and any thereafter remaining excess will be refunded to you. **(h) Prepayment.** Prepayment or early termination is not permitted except at such time and on such terms and conditions as Lessor may agree in writing. **(i) Restrictive Endorsements.** You agree that any restrictive endorsement (such as "payment in full", "final payment" or otherwise) on any check submitted in payment for this Master Lease or any Schedule hereunder shall have no force and effect and that we may cash the check and apply the proceeds without prejudice to our rights under this Master Lease or any Schedules hereunder. **(j) Purchase Orders.** You agree that any purchase orders issued by you in conjunction with this Master Lease or any Schedule hereunder are issued solely for your administrative purposes and no terms or conditions contained in the purchase order will change or modify the terms and conditions of this Master Lease and related Schedules.

Equipment Schedule #BC-00035599 to Master Lease Agreement #ML-0000109077

This Equipment Schedule #BC-00035599 (the "Schedule") contains the terms of your agreement with us.

Please read it carefully and ask us any questions you may have. The words **you**, **your** and **lessee** mean you, our customer. The words **we**, **us**, **our** and the **lessor**, mean First-Citizens Bank & Trust Company.



Equipment Description - See attached Exhibits

For additional equipment and accessories, attach addendum.

Supplier Name, Address & Phone: **TEXTRON E-Z GO LLC, 131 S Dearborn 6th Floor D, Chicago, Illinois, 60603, 7067984311**

End of Lease Purchase Option

If no box is checked or if more than one box is checked, the Fair Market Value Purchase Option will apply.

☒ Fair Market Value _____ \$1.00 Purchase Option
☐ Other _____

Term and Lease

Lease Payment 1,004.41 (plus taxes, if applicable)

Term (Months) 60

Payment Frequency Monthly

Lease Payments are due in Arrears

The following additional payments are due on the date you sign this agreement:
One-time Documentation Fee \$200.00 Payable with first invoice
Advanced Payment \$0.00 due at Lease signing (plus taxes, if applicable)
If more than one Lease Payment is required in advance, the additional amount will be applied at the end of the initial or any renewal term.

DATA SECURITY: Some or all of the items of Equipment returned to us at any time may contain sensitive information or data belonging to your organization, or your customer/clients/patients, that is stored, recorded, or in any way contained within or on the Equipment. You specifically agree that before the Equipment is shipped to or retrieved by us or our agents, or removed by a supplier, you will, at your sole cost and expense, permanently destroy, delete and remove all such information and data that is stored, recorded or in any way contained within or on the Equipment, to the extent that further recovery of any of such data and information is not possible. You have the sole responsibility to so destroy, delete, and remove all data and information stored in or on the Equipment. We have absolutely no liability for any data or information that you fail to so destroy, delete, and remove. All hard drives and other data retention components must function as originally installed after data removal.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for (i) if you are a legal entity, your name, address, and other information that will allow us to identify you; (ii) if you are an individual, your name, address, and date of birth. We may also ask to see your driver's license or other identifying documents

LESSOR: First-Citizens Bank & Trust Company
10201 Centurion Parkway N. #100
Jacksonville, FL 32256

Authorized Signature _____

Date Signed _____

Printed Name _____

Print Title _____

Lessee

Crestview Unlimited, Inc.

Lessee Legal Name

Blackwater Golf Club

Lessee "Doing Business As" Name

4927 Antioch Road

Billing Street Address

Crestview, Florida 32536

Billing City, State, Zip

Billing Contact Name & Phone No.

8508062350

Lessee Phone Number (if different from above)

4927 Antioch Road CRESTVIEW FL 32536

Equipment Address

TERMS AND CONDITIONS:

BY SIGNING THE MASTER LEASE AND THIS SCHEDULE:

(i) You acknowledge that you have read and understand the terms and conditions of the master lease and this schedule; (ii) You agree that this is a net lease, which you cannot terminate or cancel, and that you have an unconditional obligation to make all payments under this schedule, and you cannot withhold, set off or reduce such payments for any reason; (iii) You will use the Equipment covered under this schedule only for business purposes; ; (iv) You acknowledge that if this Schedule is replacing an existing lease schedule the new Lease Payment may include the balance of that existing lease schedule and result in a greater aggregate cost to you; and (v) You agree that by providing a telephone number to a cellular or other wireless device, you are expressly consenting to receive communications from us, our affiliates and agents (for non-marketing purposes) at that number, including but not limited to, prerecorded and artificial voice messages, text messages, and calls from automated telephone dialing systems; these calls may incur fees from your cellular provider; and this consent applies to each such telephone number you provide to us now or in the future.

You agree to lease from us the Equipment identified above for the schedule term specified above and any extension or renewal thereof (collectively, "Term"). You also agree to pay the Documentation Fee with your first invoice and the Advance Payment(s) when you sign this Schedule. This Schedule shall be governed by the terms and conditions of the Master Lease Agreement identified above ("Master Lease") and by the terms and conditions set forth in this Schedule or any exhibit or addendum to this Schedule. This Schedule shall constitute an independent Lease separate and distinct from the Master Lease or any other Schedule. Capitalized terms used in this Schedule that are not otherwise defined herein shall have the meaning given them in the Master Lease.

This Schedule is coterminous with other Schedules under the Master Lease. ☒ Yes
☐ No

(If neither box is checked, or if both boxes are checked, it will be assumed that this Schedule is NOT coterminous with other Schedules.)

Lessee Signature

☒

Authorized Signature

☒

Date Signed

☒

Print Signer's Name

☒

Signer's Title

☒

Federal Tax ID Number

Equipment Schedule # BC-00035599 to Master Lease Agreement # ML-0000109077

**EXHIBIT – 1
Equipment Listing**

New / Used	Equipment Description	Serial Number	Annual Hours Not to Exceed	Starting Hours
New	2025 Cushman Hauler 800GX	TBD	N/A	N/A
New	2025 E-Z Go RXV EX1 Golf Car	TBD	N/A	N/A
New	2025 E-Z Go RXV EX1 Golf Car	TBD	N/A	N/A
New	2025 E-Z Go RXV EX1 Golf Car	TBD	N/A	N/A
New	2025 E-Z Go RXV EX1 Golf Car	TBD	N/A	N/A
New	2025 E-Z Go RXV EX1 Golf Car	TBD	N/A	N/A
New	2025 E-Z Go RXV EX1 Golf Car	TBD	N/A	N/A
New	2025 E-Z Go RXV EX1 Golf Car	TBD	N/A	N/A
New	2025 E-Z Go RXV EX1 Golf Car	TBD	N/A	N/A
New	2025 E-Z Go RXV EX1 Golf Car	TBD	N/A	N/A
New	2025 E-Z Go RXV EX1 Golf Car	TBD	N/A	N/A
New	2025 E-Z Go RXV EX1 Golf Car	TBD	N/A	N/A

First-Citizens Bank & Trust Company

Crestview Unlimited, Inc.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



To facilitate the proper billing and crediting of your account, please complete this form and return it with the signed documents. Thank you.

BILLING INFORMATION REQUEST

Agreement Number:	BC-00035599
Customer Legal Name:	Crestview Unlimited, Inc.
Billing Address:	Street Address City State ZIP
Purchase Order # (if applicable)	
Attention: Individual who will process payments	First Name MI Last Name
Contact Email Address:	
Telephone Number: Individual who will process payments	(Area Code)

Equipment Location(s): If different from Billing Address	1. Street Address City, State, ZIP
	2. Street Address City, State, ZIP
Are you sales/rental tax exempt?	☐ Yes – Tax exemption certificate attached ☐ No

INVOICE PREFERENCE - PLEASE SELECT ONE OPTION

Please select your Invoicing Preference below. If no selection is made, you will receive your invoice via standard U.S. Mail to the billing address provided.

- ☐ Please sign me up for Electronic Invoicing - I would like to receive my invoice electronically at the email address provided above.
- ☐ Please send my invoice via standard mail - I would like to receive my invoice via U.S. Mail to the billing address provided above.

If you would like your payments automatically debited from your bank account each billing period, please complete and return the separate Electronic Debit Form included in this document package. You will still receive an invoice containing the billing detail (either via email or standard mail, dependent upon your selected preference).

Special Instructions

Customer Signature	Date	Type/Print Name	Title
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ELECTRONIC DEBIT AGREEMENT/AUTHORIZATION

The undersigned ("Customer"), directly or by its authorized representative, authorizes First-Citizens Bank & Trust Company, its agents and assigns (collectively, "Creditor"), to initiate debit entries and to initiate, if necessary, adjustments for any debit entries to Customer's account, as identified below (the "Account"), relating to Customer's obligations under the Lease Agreement, #BC-00035599 signed by Customer on _____ (the "Agreement") and hereunder. Customer acknowledges that this authorizes debits for lease payments, applicable taxes (and any increases therein), late charges, and, in the event of default, the full amount due under the Agreement. Customer agrees that Customer shall execute and deliver to or for the benefit of Creditor all such other authorizations as may be reasonably requested to affect the intent of this instrument. This authorization is to remain in full force and effect until Creditor have received written notice from Customer of the termination hereof in such time and in such manner as to afford Creditor a reasonable opportunity to act thereon.

Should funds not be available to Creditor from the Account when a payment is due under the Agreement, Customer agrees to pay Creditor any late charges payable under the Agreement. Customer, furthermore, agrees to provide Creditor thirty (30) days' written notice of Customer's intention to close the Account and debiting authorization, on terms substantially the same as provided herein, on a replacement account.

Customer agrees to reimburse Creditor for all fees, charges and penalties Creditor may incur as the result of Customer's bank rejecting any automated clearing house (ACH) debits or credits due to insufficient funds or as the result of the bank account Customer provided to Creditor in the Electronic Payment Authorization (or otherwise) (the "Authorized Account") not being properly configured for ACH transactions.

If Customer is ever in Default, Creditor, with or without notice to Customer, may initiate, and Customer hereby authorize Creditor to initiate, ACH debit entries at any time to the Authorized Account for all past due amounts (inclusive of any late payment charges and other amounts Customer is obligated to pay Creditor under the Agreement).

Customer acknowledges that the operating rules of the National Automated Clearing House Association (NACHA) govern automated clearing house (ACH) transactions involving such account. Customer certifies to Creditor and agrees that: (i) such account is a business or commercial bank account that is enabled for ACH transactions and is not "consumer bank account" (as defined below), and (ii) Customer will not transact business with Creditor, including receiving payments from Creditor or making payments to Creditor, through a consumer bank account. A "consumer bank account" is a deposit account established primarily for personal, family, or household purposes. A breach of the foregoing certification and agreement shall be Default under the Agreement.

- ☐ Customer also authorizes Creditor to debit Customer's account for any Advance Payments due under the Agreement, upon receipt of this Electronic Debit Agreement/Authorization.

Crestview Unlimited, Inc.

Customer Name

Signature of Authorized Representative

Printed Name of Representative

Contact E-Mail Address

ACCOUNT INFORMATION **

Account Number

Transit/Routing Number

Account Name

Bank Name/Branch

City, State, ZIP Code

****Please provide your bank with our Company ID #1870654126**

CO-LESSEE ADDENDUM TO MASTER LEASE AGREEMENT SCHEDULE NO. BC-00035599

This Addendum forms and is made a part of the Lease Agreement identified above (each, individually the "Agreement") by and between the Co-Lessees identified below ("Customers") and First-Citizens Bank & Trust Company ("FCB"). Capitalized terms used but not defined shall have the same meaning given to them in the Agreement.

1. To induce FCB to enter into the Agreement Crestview Unlimited, Inc. agrees to serve as Co-Lessee (s) with City of Crestview, Florida (collectively the "Co-Obligors ") under the Agreement.
2. The Co-Lessees agree to be jointly and severally responsible for fulfilling all obligations under the Agreement.

This Addendum supplements and amends the Agreement only to the extent and in the manner set forth, and in all other respects the Agreement will remain in full force and effect. The changes contained in this Addendum shall apply to only the Installment Payment Agreement to which it is incorporated and is not a precedent for future transactions.

FCB:
First-Citizens Bank & Trust Company

By: _____
Printed Name: _____
Title: _____
Date: _____

CO-LESSEE:
Crestview Unlimited, Inc.

By: _____
Printed Name: _____
Title: _____
Date: _____

CO-LESSEE:
City of Crestview, Florida

By: _____
Printed Name: _____
Title: _____
Date: _____

CO-LESSEE:

By: _____
Printed Name: _____
Title: _____
Date: _____

CO-LESSEE:

By: _____
Printed Name: _____
Title: _____
Date: _____



CERTIFICATION OF ESSENTIAL USE

RE: Master Lease Agreement Schedule #BC-00035599, dated _____, 20____ (hereinafter the "Agreement") by and between First-Citizens Bank & Trust Company and Crestview Unlimited, Inc. dba Blackwater Golf Club ("Customer")

Ladies and Gentlemen:

This letter confirms and affirms that the Equipment described in the Agreement identified above is/are essential to the function of the undersigned or to the service we provide to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all such Equipment, which need is not temporary or expected to diminish in the foreseeable future. Such Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. Specifically, such Equipment was selected by us to be used as follows (please include any specific department that may be its primary user):

Is the Equipment additional or new technology to the department, or does it constitute a continuation of your existing technology? _____

Our source of funds for payments due under the Agreement for the current fiscal year is _____

We expect and anticipate adequate funds to be available for all future payments due after the current fiscal year for the following reasons: _____

CUSTOMER: Crestview Unlimited, Inc. dba Blackwater Golf Club

By: _____
(Authorized Signature)

(Name and Title – printed or typed)

Date: _____

DELIVERY & ACCEPTANCE CERTIFICATE

By signing this Certificate, you, the Customer identified below, agree:

- A) That all products described in the Equipment Schedule to Master Lease Agreement ("Agreement") identified below ("Equipment") have been delivered, inspected, installed and are unconditionally and irrevocably accepted by you as satisfactory for all purposes of the Agreement; and
- B) That we, **First-Citizens Bank & Trust Company**, are authorized to purchase the Equipment and start billing you under the Agreement.

Agreement No.	BC-00035599
Customer Name:	<u>Crestview Unlimited, Inc.</u>
Customer Email Address:	<u></u>
Authorized Signature	
Title	Date

