

Thank You for Choosing First Citizens Bank for your Financing Needs

Instructions for Completion of Your Documents

First Citizens Bank Application: #BC-00040712

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

Equipment Schedule #BC-00040712 to Master Lease Agreement #535829

This Equipment Schedule #BC-00040712 (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: VAN-WALL EQUIPMENT, INC, 22728 141ST DR, Perry, Iowa, 50220, 5159640611

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 See attached Variable Payment Schedule (plus taxes, if applicable)

Term (Months) 36

Payment Frequency Monthly-See Variable Payment Schedule

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

Jackson County

Lessee Legal Name

Jackson County Parks & Rec

Lessee "Doing Business As" Name

415 E 12th Street

Billing Street Address

KANSAS CITY, Missouri 64106

Billing City, State, Zip

Kay Norris, 8165034824

Billing Contact Name & Phone No.

6062877783

Lessee Phone Number (if different from above)

3314 Rennau Drive LEES SUMMIT MO 64064

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

☒ 446000524

Federal Tax ID Number

Equipment Schedule # BC-00040712 to Master Lease Agreement # 535829

**EXHIBIT – 1
Equipment Listing**

New / Used	Equipment Description	Serial Number	Annual Hours Not to Exceed	Starting Hours
New	2025 DEERE 1600 Turbo TerrainCut Wide-Area Mower	TBD	600	0
New	2025 DEERE 1600 Turbo TerrainCut Wide-Area Mower	TBD	600	0
New	2025 DEERE 1600 Turbo TerrainCut Wide-Area Mower	TBD	600	0
New	2025 DEERE Z994R Diesel Zero- Turn Mower	TBD	600	0
New	2025 DEERE Z994R Diesel Zero- Turn Mower	TBD	600	0

First-Citizens Bank & Trust Company

Jackson County

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-00040712

Customer Legal Name: Jackson County

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

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-00040712 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.

Jackson County

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**

**PAYMENT SCHEDULE ADDENDUM
TO MASTER LEASE AGREEMENT SCHEDULE # BC-00040712**

This Addendum forms and is made a part of that certain Lease Agreement (“Agreement”) between First-Citizens Bank & Trust Company and Jackson County (“Customer”) identified above. Capitalized terms used herein but not defined herein will have the same meaning given to them in the Agreement. Both parties agree that the Agreement is amended as follows:

1. The Variable Payment section on the front page of the Agreement is deleted and replaced as follows:

1 @ \$75,925.45
11 @ \$0.00
1 @ \$75,925.45
11 @ \$0.00
1 @ \$75,925.45
11 @ \$0.00

All other terms and conditions of the Agreement shall remain unchanged and in full force and effect. All handwritten, typed or “red-lined” additions and/or deletions on the Agreement are null and void and of no force or effect. The changes contained in this Addendum shall apply to only the Agreement to which it is incorporated and is not a precedent for future lease transactions.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to Lease Agreement as of the date shown below.

First-Citizens Bank & Trust Company

Jackson County

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

This Return Provisions Rider (the "Rider") is incorporated into and becomes a part of the Master Lease Agreement No. 535829, between Jackson County as Lessee and First-Citizens Bank & Trust Company, as Lessor (the "Lease"). All capitalized terms not defined herein shall have the meanings attributed thereto in the Master Lease.

A. MAINTENANCE, REPAIR AND USE Lessee agrees, at its own cost and expense:

To use only OEM approved replacement parts; use the Equipment in a manner consistent with its designated use; and maintain current maintenance and repair records for the Equipment and provide these records to Lessor in the event of return of the Equipment.

General Conditions: All operating components must be able to perform their functions as originally intended. The Equipment shall be maintained, serviced, and overhauled in accordance with the manufacturer's recommendations or published guidelines. All mechanical and electrical Equipment must be in proper operating condition. The Equipment shall have no structural damage, bent frames or warped uprights. Exterior and interior materials including cabs, lights, doors, seats, glass, floor, gauges, and other accessories must be in good working order with no material damage, reasonable wear and tear expected. Broken, chipped or cracked glass must be fully repaired or replaced. All material damage and dents shall have been repaired. To the extent that there is rust, corrosion, or any damage due to contact with acids and other corrosive materials, the Lessee shall be required to completely repair and repaint all of the affected parts of the Equipment. All decals, insignia and identifying marks must be removed.

Power Train: All drive-line components including the transmission, clutch, drive axles, and brakes must be fully operational, meet all performance and safety specifications as determined by the manufacturer, and function properly with no slipping or grabbing. The power train assembly and brakes shall have 50% life remaining on all major component parts.

Engine: The engine must operate at manufacturer's specifications and have been maintained in conformity with requirements of the manufacturer's warranty. At the time of redelivery, the engine must have 50% life remaining before the next overhaul or replacement as recommended by the engine manufacturer and published in standard maintenance manuals. The engine shall have no smoking and/or oil leaks.

Tires: All tires shall have not less than 50% remaining tread or wear life, and shall have no cuts, gouges, flat spots, or sidewall damage.

Miscellaneous Conditions: All golf and turf equipment, self-powered or otherwise, shall be clean and must operate as intended by the manufacturer with all safety guards and labels fully intact. Equipment shall be in such a condition commensurate to having been maintained to the standards of the manufacturer and shall be able to operate for an eight-hour working day safely and effectively. All supporting systems, even if mentioned elsewhere in the document, including engine, transmission/gearing, gauges and GPS, battery, exhaust, braking, cooling, heating, charging, hydraulic, and other systems and accessories shall have at least 50 percent of their functional life remaining. Cutting units and mowing systems shall be sharp, clean, and all wear components will have no less than 50 percent of life remaining. All fluids and filters will have been changed in the last 50 hours and to the manufacturers standards with manufacturer approved inputs. All mechanical lifts, PTOs, controls, pumps, remotes, valves, belts, implements, and their components should properly operate, lubricated, and free of leaks or damage. Seats will be free of tears over one inch with no more than three total and damage to the body shall have been repaired, with no impact to appearance or functionality.

8) **Utility Vehicles and Golf Cars:** Each unit shall be clean and operate as specified by the manufacturer with all safety features and labels fully intact. Vehicles should drive straight and true with no steering play or misalignment. The engine, whether combustion engine or electrically powered should operate without external assistance. Brakes and parking brakes must operate as intended. Bench seats and seat backs should be free of tears and bucket seats will have no more than three total, totaling no more than two inches in total length and width. Body panels, mud flaps, bumpers, etc. should have no damage impacting more than five percent of the units wholesale value. All accessories, roofs, doors, windshields, screens, GPS, lights, horn, ports, cages, beds, and other options shall remain installed and function as originally intended. For electrically driven units: (a) units powered by a lead acid or absorbent glass mat (AGM) or similar system shall be in proper working condition with all applicable cables and terminals in clean and good condition with batteries capable of operation for one 18 hole round of golf or with the same power source known to have 15 percent of its original useful life remaining (b) units powered by a lithium or long-life battery shall be untampered and function as intended (c) will include the manufacturer supplied charger in proper working condition.

B. INSPECTION Upon request from Lessor, Lessee shall, within five (5) business days provide the Equipment's location to Lessor or it's designee to visit and inspect any Equipment and any maintenance records in connection with the Equipment. If any discrepancies are found as they pertain to the condition of the Equipment, the Lessor shall notify the Lessee in writing. Lessor will advise Lessee in writing of any Equipment discrepancies and Lessee will have 45 days to address and cure the discrepancy at Lessee's expense.

C. STORAGE At the end of the original Lease Term or any renewal thereof, the Lessee will provide, at no expense to Lessor, up to 90 days of storage for the Equipment at its then-current location. The Equipment will be stored during such period in accordance with the manufacturer's recommendations regarding storage. During the storage period, Lessee will not use the Equipment. During the storage period, all Lessee obligations under the Lease shall continue to apply. During such storage period Lessor shall be allowed access to the Equipment upon request.

D. RETURN.

1) Lessee shall, upon the expiration of the Lease Term of each item of Equipment, return such item of Equipment to Lessor at a location designated by Lessor within a 500 mile radius of the Equipment's current location. Until such item of Equipment is returned to Lessor pursuant to the provisions of this Section D, all the provisions of the Lease with respect thereto shall continue in full force and effect. Lessee shall pay all the costs and expenses of the shipping of the Equipment and will insure the Equipment for its full replacement value during shipping to the location designated by the Lessor.

2) Included with the Equipment's return Lessee shall also return all manuals, inspection and overhaul records, operating requirements, or other materials pertinent to the Equipment's operation (including mileage and hours), maintenance, assembly and disassembly. The Equipment shall be returned in accordance with the Lease terms and shall include the proper blueprinting, mapping, tagging and labeling of each individual part including cables, electrical and wires. All process fluids and/or any hazardous materials will be removed from the Equipment and disposed of in accordance with the then current waste disposal regulations of any governmental or regulatory body having jurisdiction. Lessor shall be indemnified by the Lessee and held harmless in respect of claims relating to any damage to the disassembly site.

E. USAGE During the Lease Term and any renewal thereof, Lessee shall ensure that the Equipment is not used in excess of the annual hours shown on Exhibit 1. If Lessee's use of any Equipment exceeds the allowed hours, Lessee will pay to Lessor at the time of any return of the Equipment hereunder an excess usage charge equal to \$15.00 per hour of excess use. Such payment shall be in addition to any other amount payable by Lessee to Lessor hereunder or under the Lease.

F. CONDITION REPORTS At 30 days prior to the return of the Equipment, Lessee shall at its own expense have a qualified Equipment maintenance representative acceptable to Lessor acting reasonably, provide a written condition report on the results of a comprehensive physical inspection of the Equipment.

G. EQUIPMENT RETURN CONDITIONS DEFAULT REMEDIES If the Equipment does not meet the minimal standards and conditions for returned equipment as set out herein and determined by the condition report, at the Lessor's option the Lessee must (a) repair the Equipment to meet the minimal standards and conditions set out herein after which Lessee, at their expense, will provide Lessor with a re-inspection report; or (b) purchase the Equipment from Lessor, on a strictly "as-is, where-is" basis, at a price equal to (i) the fixed purchase option price included in the Lease, if any, or (ii) the Loss Value of the Equipment as set out in the Lease, if any, or (iii) an amount equal to the estimated residual value of the Equipment as provided on the Lessor's books, as reasonably determined by the Lessor, in any other case; in each case plus sales or other taxes applicable to the sale.

First-Citizens Bank & Trust Company

Jackson County(Lessee)

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

CERTIFICATE OF APPROPRIATIONS
(Master Lease Schedule)

I, _____ do hereby certify that I am the duly elected or appointed and acting _____ of Jackson County ("Customer"); that I have custody of the financial records and budget information of such entity; that monies for all payments to be made under that certain Master Lease Schedule, Number BC-00040712, between Customer and First-Citizens Bank & Trust Company ("Agreement"), for the fiscal year ending _____, 20_____, are available from unexhausted and unencumbered appropriations and/or funds within Customer's budget for such fiscal year; and that appropriations and/or funds have been designated for the payment of those installment payments that may come due under the Agreement in such fiscal year.

IN WITNESS WHEREOF, I have duly executed this Certificate of Appropriations this _____ day of _____, 20_____.

Signature

Print Name & Title

The undersigned official of Customer hereby certifies that the signature set forth above is the true and authentic signature of the individual identified above and that such individual holds the title set forth above.

Signature

Print Name & Title



CERTIFICATION OF ESSENTIAL USE

RE: Master Lease Agreement Schedule #BC-00040712, dated _____, 2025
(hereinafter the "Agreement") by and between First-Citizens Bank & Trust Company and Jackson
County ("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: Jackson County

By: _____
(Authorized Signature)

(Name and Title – printed or typed)

Date: _____

NON APPROPRIATION RIDER

This Non-Appropriation Rider to the Master Lease Agreement Schedule No. BC-00040712 dated _____, 2025 (Individually and collectively, the "Agreement"), is by and between **First-Citizens Bank & Trust Company** ("FCB") and Jackson County ("Customer"). Capitalized terms used herein without definition shall be defined as provided in the Agreement.

Notwithstanding anything contained in the Agreement to the contrary,

1. Customer presently intends to continue the Agreement for its entire term and to pay all payments relating thereto and shall do all things lawfully within its power to obtain and maintain funds from which the payments owing thereunder may be made. To the extent permitted by law, the person or entity in charge of preparing Customer's budget will include in the budget request for each fiscal year during the term of the Agreement the payments to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all payments coming due therein. The parties acknowledge that appropriation for payments is a governmental function which Customer cannot contractually commit itself in advance to perform and the Agreement does not constitute such a commitment. However, Customer reasonably believes that moneys in an amount sufficient to make all payments can and will lawfully be appropriated and made available to permit Customer's continued use of the Equipment in the performance of its essential functions during the term of the Agreement.

2. If Customer's governing body fails to appropriate sufficient moneys in any fiscal year for payments due under the Agreement and if other funds are not available for such payments, then a "Non-Appropriation" shall be deemed to have occurred. If a Non-Appropriation occurs, then: (i) Customer shall give FCB immediate notice of such Non-Appropriation and provide written evidence of such failure by Customer's governing body at least sixty (60) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by that date, immediately upon such Non-Appropriation; (ii) no later than the last day of the fiscal year for which appropriations were made for the payments due under the Agreement (the "Return Date"), Customer shall return to FCB all, but not less than all, of the Equipment covered by the Agreement, at Customer's sole expense, in accordance with the terms hereof; and (iii) the Agreement shall terminate on the Return Date without penalty or expense to Customer and Customer shall not be obligated to pay the payments beyond such fiscal year, provided, that Customer shall pay all payments due under the Agreement for which moneys shall have been appropriated or are otherwise available, provided further, that Customer shall pay month-to-month rent at the rate set forth in the Agreement for each month or part thereof that Customer fails to return the Equipment as required herein.

3. The Agreement shall be deemed executory only to the extent of monies appropriated and available for the purpose of the Agreement, and no liability on account thereof shall be incurred by the Customer beyond the amount of such monies. The Agreement is not a general obligation of the Customer. Neither the full faith and credit nor the taxing power of the Customer are pledged to the payment of any amount due or to become due under the Agreement. It is understood that neither the Agreement nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of the Agreement.

4. The Customer and FCB agree that by the execution thereof, if the Agreement is a Rental Agreement, Cost Per Image Rental Agreement or a Fair Market Value Lease Agreement, the Customer acquires no ownership interest in the Equipment whether vested or contingent. The Customer's interest in the Equipment is limited to that of a Lessee and the Lessor retains all rights as the owner therein. Any provisions indicating to the contrary in this Rider are for precautionary purposes only.

IN WITNESS WHEREOF, each of the parties hereto has caused this Rider to be executed as of the _____ day of _____, 2025.

First-Citizens Bank & Trust Company
(FCB)

By _____

Name/Title _____

Jackson County
(Customer)

By _____

Name/Title _____