

Equipment Schedule

Nominal Purchase Option Lease

Wells Fargo Equipment Finance, Manufacturer and Dealer Finance
800 Walnut Street | 4th Floor | Des Moines, IA 50309

Equipment Schedule Number **603-0220834-001** dated as of **May 27, 2022** to
Master Agreement Number **603-0220834** dated as of **November 22, 2019**

Name and Address of Lessee:
CITY OF HOLLYWOOD, FLORIDA
2600 Hollywood Blvd
Hollywood, FL 33020

"Master Agreement" means that certain master agreement between you and us which has been assigned a master account number corresponding to the Master Agreement Number referenced above. "Schedule" means this Equipment Schedule. "Lessee" means the above referenced entity or sole proprietorship and any other entity or sole proprietorship listed as a Lessee in the signature blocks below, and is also referred to as "you" and "your". Each entity that signs below as Lessee agrees that its liability in connection with this Schedule is joint and several. The terms and conditions of the Master Agreement are incorporated into this Schedule, and together, this Schedule and the Master Agreement as it relates to this Schedule, constitute a lease ("Lease") between us and you for the Equipment described in this Schedule, provided however, that if the Lessor named above is not the lessor named in the Master Agreement, then, for purposes of the Lease evidenced by this Schedule, all references to the "lessor", "we" or "us" in said Master Agreement shall be deemed to refer to the Lessor named above. The account number for the Lease shall correspond to this Schedule number. "Payment" shall mean any "Payment" or "Lease Payment" as such term is defined in the applicable Master Agreement, and shall be in the amount set forth in Section B herein. Capitalized terms used but not defined herein shall have the meanings given to them in the Master Agreement.

A. EQUIPMENT. Pursuant to the terms of the Lease, we agree to acquire on your behalf and lease to you pursuant to the terms herein the Equipment listed below:

Qty	Make	Model	Year	Equipment Type	Serial/VIN Number
120	EZGO	RXV Elite	2023	New Lithium Car	

Supplier of Equipment (Name): EZ GO DIVISION OF TEXTRON INC, 1451 MARVIN GRIFFIN RD, AUGUSTA, GA 30906

Equipment Location: 400 Entrada Drive, Hollywood, FL 33021

B. FINANCIAL TERMS.

1. Term (No. of Months): 37
2. Payment: 36 @ \$11,269.09, 1 @ \$360,000.00 (plus applicable taxes)
3. Frequency of Payment: Monthly (in Arrears)
4. Administrative Fee: \$200.00 (will be billed on your first invoice)

5. Lessee Purchase Order # (for invoicing purposes only):
6. Lease Rate Factor: 0.029893
7. Purchase Option Price: \$1.00

*In states assessing upfront sales tax and use tax, if you choose to include such tax amount as part of the Lease, your Payment, starting with the first invoice, will be adjusted to reflect such tax as a component of the total amount funded by us under this Lease. In other states, the applicable sales tax and use tax is charged on a periodic basis, and will be included on your invoice. **If you are exempt from paying sales and use tax you shall provide to us a valid exemption certificate prior to the Commencement Date.**

C. DEEMED ACCEPTANCE. Notwithstanding anything to the contrary in the Master Agreement, the Equipment will be deemed accepted by you on the date the Equipment is delivered to you, or any later date that we designate, which will be the Commencement Date assuming that you satisfy all other pre-conditions to the Lease, as determined by us. You will have five days following the delivery of the Equipment to notify us in writing that you would like to reject the Equipment. We may require that you verify your acceptance of the Equipment by telephone or an executed certificate of acceptance.

D. PROPERTY TAXES/OWNERSHIP. Notwithstanding anything contained in the Master Agreement, unless otherwise required by applicable law, you agree to file all required property tax returns and promptly pay all property taxes which may be assessed against the Equipment, and if we ask, provide us with proof of payment. You will have title to the Equipment immediately upon delivery and will be the owner of the Equipment and you have granted us a security interest in the Equipment and all products and proceeds thereof as set forth in the Master Agreement. You and we agree that for federal tax purposes, it is our mutual intention that you shall be considered the owner of the Equipment. We shall in no event be liable to you if you fail to secure any tax benefits available to the owner of the Equipment. We may notify you (and you agree to follow such notification) regarding any changes in property tax reporting and payment responsibilities.

E. PURCHASE OPTION. So long as no default exists under this Lease and this Lease has not been earlier terminated, you may at Lease expiration, purchase all (but not less than all) of our interest in the Equipment leased pursuant to this Schedule on an AS-IS, WHERE-IS BASIS, WITHOUT ANY RECOURSE TO OR WARRANTY FROM US, EXPRESS OR IMPLIED, for cash equal to the Purchase Option Price (plus applicable sales and use and other taxes).

F. PREPAYMENT AND PREPAYMENT FEE. You have no right to prepay this Lease except by payment of the Prepayment Amount. Provided you are not in default under this Lease, you have the right to prepay in full, but not in part, all of your obligations under this Lease (the "Prepayment") prior to the end of the scheduled Term. Any Prepayment shall be made in the Prepayment Amount calculated as of the Effective Prepayment Date.

"Prepayment Amount" means the sum of: (a) the Stipulated Loss Value, plus (b) a prepayment fee in the amount of \$0.00. "Effective Prepayment

THIS SCHEDULE INCLUDES THE TERMS ON THE ATTACHED PAGE(S).

THIS SCHEDULE SHALL NOT BE EFFECTIVE UNLESS AND UNTIL EXECUTED BY US.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Schedule to be executed by their duly authorized representatives as of the date first above written.

Lessor: **WELLS FARGO FINANCIAL LEASING, INC.**

DocuSigned by:
Stanery, Michelle

Signature of authorized signer

Authorized Signer

Print Name and Title

Lessee: **CITY OF HOLLYWOOD, FLORIDA**

DocuSigned by:

Signature of authorized signer

Josh Levy, Mayor

Print Name and Title

Date means the Payment Date on which the Prepayment Amount is received by us, or if not received on a Payment Date, the next Payment Date following receipt of the Prepayment Amount.

G. LEASE RATE FACTOR. Each Payment is comprised of a repayment of a portion of the Amount Financed and a portion of your finance charges.

"Amount Financed" means the financed cost of the items that are the subject of this Lease, plus the Administrative Fee set forth on page 1, if you did not separately pay that fee, and is determined by dividing the Payment by the Lease Rate Factor. Your annual finance rate is the rate that will amortize the Amount Financed down to the Purchase Option Price by applying the Payments and the Administrative Fee as payments received on their respective due dates. Notwithstanding the foregoing, if your Payment is non-level, or contains skips, seasonal or deferred Payments, please contact our Customer Care team for the Amount Financed, and your annual finance rate.

H. EXECUTION AND TRANSMISSION OF DOCUMENTATION. We may, in our sole discretion, accept a photocopy, electronically transmitted, facsimile, or other reproduction (any a **"Counterpart"**) of this Schedule and all other documents entered into in connection with this Schedule (the **"Documents"**) as the binding and effective record of such Documents whether or not a manually signed copy hereof or thereof is also received by us. Counterparts may, in our sole discretion, be executed manually or by electronic means by either party. No Document requiring our signature is binding on us until we sign it. When a Counterpart of a Document showing your signature is signed by us (manually or electronically), then the Counterpart bearing our signature, if executed by us manually, or the Counterpart electronically maintained by us, if executed by us electronically, shall constitute the sole original document for all purposes and shall constitute the authoritative record of such Document for the purposes of establishing the provisions of such Document and to the extent that such Document constitutes chattel paper as that term is defined in the UCC, perfection of a security interest by possession or control may only be accomplished by possession or control of such Counterpart. You agree not to raise as a defense to the enforcement of any Document that it was executed by electronic means by either party or transmitted to us by facsimile or other electronic means.

ALL TERMS AND CONDITIONS ON THIS SCHEDULE ARE BINDING UPON THE PARTIES HERETO. To the extent of any conflict or inconsistency between this Schedule and the Master Agreement, this Schedule will prevail, but only with respect to the Lease created hereunder. This Schedule is not binding or effective with respect to the Master Agreement or Equipment until executed on behalf of us and you by authorized representatives.