



## KEY LARGO FIRE RESCUE & EMERGENCY MEDICAL SERVICES DISTRICT

Seat 1: Tony Allen; Seat 2: Frank Conklin; Seat 3: Kenny Edge; Seat 4: George Mirabella; Seat 5: Michael Jenkins

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### DISTRICT MEETING AGENDA

July 14, 2025

Members of the public who wish to comment on matters before the District Board may do so in person at 1 East Drive, Key Largo, Florida.

1. AGENDA

1a. *Call to Order*

1b. *Pledge of Allegiance*

1c. *Roll Call*

2. APPROVAL OF AGENDA & MINUTES

2a. *Approval of July 14, 2025 District Meeting Agenda*

2b. *Approval of June 23, 2025 District Meeting/KLVFD Budget Workshop Minutes*

3. PUBLIC COMMENT

4. CHAIRMAN REPORT

5. SECRETARY REPORT

6. OLD BUSINESS

6a. DISCUSSION/APPROVAL: *Thomas Morrison, MD Medical Director Proposal [Allen]*

6b. DISCUSSION/APPROVAL: *Community Leasing Agreement Aerial Platform Truck [O'Connor]*

6c. DISCUSSION/APPROVAL: *Community Leasing Agreement Pumper-Tanker Truck [O'Connor]*

7. NEW BUSINESS

7a. DISCUSSION/APPROVAL: *KLFREMS District PO No. 07102025-001 [Aerial Platform Truck] and PO No. 07102025-002 [Pumper/Tanker Truck] [Mumper]*

8. LEGAL REPORT

9. FINANCE REPORT

9a. DISCUSSION/APPROVAL: *KLFREMS Proposed Budget for FY 2025-2026 [Johnson]*

9b. DISCUSSION/APPROVAL: *KLVAC Proposed Budget for FY 2025-2026 [Johnson]*

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The KLFR&EMS District Mission is to provide *exceptional* fire protection and emergency medical services *efficiently* and *cost-effectively* without compromising the health or safety of residents or personnel.

[www.klfirerescueems.com](http://www.klfirerescueems.com)



## KEY LARGO FIRE RESCUE & EMERGENCY MEDICAL SERVICES DISTRICT

Seat 1: Tony Allen; Seat 2: Frank Conklin; Seat 3: Kenny Edge; Seat 4: George Mirabella; Seat 5: Michael Jenkins

- 9b. **DISCUSSION/APPROVAL:** *KLFREMS Resolution No. 2025-02: A Resolution of the Key Largo Fire Rescue and Emergency Medical Services District Board, Florida; Determining the Proposed Millage Rate, the Current Year Rolled-Back Rate, and Setting the Dates, Times and Places for the First and Second Budget Public Hearings as Required by Law; Directing Finance to File Said Resolution with the Property Appraiser of Monroe County Pursuant to the Requirements of Florida Statutes and The Rules and Regulations of the Department of Revenue of the State of Florida; and Providing an Effective Date. [Johnson]*
10. **AMBULANCE CORPS REPORT**
11. **FIRE DEPARTMENT REPORT**
12. **COMMISSIONER ITEMS**
13. **NEXT MEETING**
- August 11, 2025 District Budget Workshop (if required)  
August 11, 2025 District Meeting (if required)  
August 25, 2025 District Budget Meeting  
August 25, 2025 District Meeting
14. **ADJOURN**

### **DOCUMENTS**

- AI 2b. *Draft June 23 19, 2025 District Meeting/KLVFD Budget Minutes*
- AI 6a. *Thomas Morrison, MD Medical Director Proposal*
- AI 6b. *Community Leasing Agreement Aerial Platform Truck*
- AI 6b. *Community Leasing Agreement Pumper-Tanker Truck*
- AI 7a. *KLFREMS District PO No. 07102025-001 [Aerial Platform Truck] and PO No. 07102025-002 [Pumper/Tanker Truck]*
- AI 9a. *KLFREMS Proposed Budget for FY 2025-2026*
- AI 9b. *KLVAC Proposed Budget for FY 2025-2026*
- AI 9c. *KLFREMS Resolution No. 2025-02*
- AI 10a. *KLVAC Business Meeting Minutes – May 13, 2025*
- AI 10b. *KLVAC May Treasurer's Report*
- AI 10c. *KLVAC June Treasurer's Report*
- AI 10d. *KLVAC June 2025 Statistics*
- AI 11a. *KLVFD June 2025 Statistics*

***Request Form to the Chairman or request to speak via Zoom.***

**2b.**



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### DISTRICT MEETING/KLVFD BUDGET WORKSHOP MINUTES

June 23, 2025

Members of the public who wish to comment on matters before the District Board may do so in person at 1 East Drive, Key Largo, Florida.

#### 1. AGENDA

##### 1a. *Call to Order*

Chairman Allen called to order the June 23, 2025, District Meeting at 6:00 PM.

##### 1b. *Pledge of Allegiance*

Commissioner Mirabella led the Pledge of Allegiance.

##### 1c. *Roll Call*

Carol Greco called the roll. GM The following Commissioners were present: Chairman Anthony Allen, Commissioner Conklin, Commissioner Edge and Commissioner Mirabella. There was a quorum.

Also present in person were Carol Greco, Hunter O'Connor, Chief Bock, Capt. Garrido, Capt. Jones, Lt. Mumper, and Jennifer Johnson.

#### 2. APPROVAL OF AGENDA & MINUTES

##### 2a. *Approval of June 23, 2025 District Meeting/KLVFD Budget Agenda*

Commissioner Jenkins made a ***motion to approve the June 23, 2025, District Meeting/KLVFD Budget Agenda***. Commissioner Edge seconded, and the Board unanimously passed the motion.

##### 2b. *Approval of May 19, 2025 District Meeting Minutes*

Commissioner Conklin made a ***motion to approve the May 19, 2025, District Meeting Minutes***. Commissioner Jenkin seconded, and the Board unanimously passed the motion.

##### 2c. *Approval of June 9, 2025 District Meeting Minutes*

Commissioner Jenkins made a ***motion to approve the June 9, 2025, District Meeting Minutes***. Commissioner Conklin seconded, and the Board unanimously passed the motion.





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### 3. PUBLIC COMMENT

None

### 4. CHAIRMAN REPORT

None

### 5. SECRETARY REPORT

None

### 6. OLD BUSINESS

#### **6a. DISCUSSION: Station 24 Building Update [Garrido]**

Capt. Garrido provided an update regarding the building pursuant to a recent meeting with the architects. We are experiencing issues with permitting from Monroe County. If the building is owned by the State, there may be a way to address some of the permitting issues, which has previously been done on other such projects such as the recent build of the college. Legal will research.

#### **6b. DISCUSSION: Consolidation Study [Angle]**

Jim Angle, along with Chad Pittman and Adam Poirrier provided an overview of the recent meetings. It is taking a little time to review data analysis, mapping, etc. An additional internal survey has gone out and some feedback has been received which will assist in completing the report. We would like to close the gap in relation to the board and working with the 2 departments. As the Board does not have a point person, our recommendation would be to bring in a District Manager (someone we can recommend) short term who has a background with Fire/EMS and district management who can work with all of us to prepare a predefined list of tasks/responsibilities. Our report will be finalized soon, however, we wanted to know if the Board would be interested in a short term district manager.

Commissioner Mirabella inquired as to whether this individual will be local, remote? This individual would come down and obtain short term housing. Commissioner Edge inquired if there is an estimate cost for services? If the board is interested in further pursuing, we would like to work with a commissioner to put a proposal together. The Board agrees to move in this direction, and have appointed Chairman Allen as the contact person.



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### 6c. DISCUSSION: Status of Mutual Aid Agreements [Greco]

Attorney Hicks finalizing the agreements to be brought back to next meeting.

## 7. NEW BUSINESS

### 7a. DISCUSSION/APPROVAL: Pumper-Tanker and Aerial Leasing Options [Jones]

Ms. Johnson provided information regarding 2 lease options, one being the tanker and the other the ladder truck. Recommends a 10 year term on these separate lease agreements at an interest rate of 4.144%. Commissioner Mirabella inquired as to cumulative costs for these vehicles. The tanker is \$106k; ladder \$257k and the 2 ambulances are \$122k. Remember, we will no longer be funding the vehicle replacement plan so that money is going to shift over and be appropriated as a line item in their budget to pay the debt. Commissioner Mirabella inquired as to the \$2mil. cost for the ladder truck; Lt. Mumper indicated the original quote for this truck has been \$2.08 mil. We will not have a definitive final price until the final build process is completed.

Commissioner Jenkins made a ***motion to approve the Pumper-Tanker and Aerial Leasing Agreements.*** Commissioner Mirabella seconded, and the Board unanimously passed the motion.

## 8. LEGAL REPORT

None.

Commissioner Conklin commented we have a State tag for the mule trailer, now need to work to change the truck license plates from county to state.

## 9. FINANCE REPORT

### 9a. DISCUSSION/APPROVAL: FY25 Budget Line Item Transfer for the Fire Department [Johnson]

Ms. Johnson discussed 2 item line transfers for the fire department. One makes a change of \$60,225.35 and the other \$49,094.09 for repairs to vehicles, generators, maintenance, networking costs, etc.

Commissioner Conklin made a ***motion to approve FY25 Budget Line Item Transfer.*** Commissioner Jenkins seconded, and the Board unanimously passed the motion.



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- 9b. **DISCUSSION/APPROVAL:** *KLFREMS Resolution No. 2025-01 A Resolution of the Key Largo Fire Rescue and Emergency Medical Services District Approving the Audit Report Ended September 30, 2024 as Drafted by Citrin Cooperman & Company, LLP; and Providing for an Effective Date [Mertilus]*

Attorney O'Connor read into the record, "Key Largo Fire Rescue & Emergency Medical Services District Resolution No. 2025-001, A Resolution of the Key Largo Fire Rescue and Emergency Medical Services District Approving the Audit Report Ended September 30, 2024 as Drafted by Citrin Cooperman & Company, LLP; and Providing for an Effective Date."

Commissioner Jenkins made a ***motion to approve KLFREMS Resolution No. 2025-01 A Resolution of the Key Largo Fire Rescue and Emergency Medical Services District Approving the Audit Report Ended September 30, 2024 as Drafted by Citrin Cooperman & Company, LLP; and Providing for an Effective Date.*** Commissioner Edge seconded, and the Board unanimously passed the motion.

- 9c. **DISCUSSION/APPROVAL:** *FY 2024 Final Audit Report KLFREMS Post Audit [Johnson]*

Mr. Mertilus provided post audit communication letter and further commented on the financial statements. There are no new accounting policies applicable to the District; no policies were changed during the fiscal year. Current audit provides no sensitive/difficulties in auditing matters.

Financial Statement Presentation Pages:

1-3 Opinion – No Issues/Highest level of Assurance.

4-8 – Management Discussion/Analysis – Provides for significant changes throughout the year.

9-10 – Gov Financial Statements – Capital Assets 11.8 mil; liabilities \$225k; total net position is \$11.5 mil. Change in net position is \$867k positive.

11-15 – Gov. Fund Financial Statements/Modified Accrual (does not include Capital assets) Assets of \$6.4 mil; \$225k liabilities; total revenues of \$6.4 mil.; expenses \$5.3 mil. increased by \$1.1 mil., which is a positive change.

16-22 – Notes to financial statements.

23-29 – Various other opinions; internal control/management letter; management attest opinion– no issues to report.

Commissioner Jenkins made a ***motion to approve FY24 Final Audit Report.*** Commissioner Edge seconded, and the Board unanimously passed the motion.



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### 9d. **DISCUSSION/APPROVAL: KLFD FY25/26 Proposed Budget [Johnson]**

Ms. Johson provides this is the beginning of the Fiscal Year 2026 Budget. The department is requesting 4 new positions and pay increases for an additional \$834k, including a paid fire chief position at \$180k. Overtime wages up \$45k; payroll taxes up \$81k and retirement plan \$50k. Changes to insurance benefits up to \$21,900; reporting software \$16k increase; and insurance increase of \$27k.; \$29k for out of area training. They did decrease fire boat training by \$45k. No capital items; add \$365k for leased vehicles. Overall operating budget \$4,649,472.00 an increase of \$1.3 mil.; capital outlay budgets is \$49,500 or a decrease \$579k.

We will be setting the proposed millage rate at the 2<sup>nd</sup> meeting in July and date/times of public hearings. At that same meeting we will be looking at the Ambulance Corps. Budget and the District Board's Budget.

Commissioner Mirabella commented on a chief position move to fire district and some of the apparatus. Additional comments were had regarding a battalion chief position in the fire department budget, there are promotional opportunities in the budget. Fire Chief needs to be budgeted; potentially two being each paid by the two departments. However, further discussions are needed before addressing. Further discussions regarding the structure of departments and boards were had. What is the legality of the set-up.

Commissioner Edge inquired as to new positions; Capt. Jones indicated 4 new positions (fire chief/battalion chief); we have an odd shift and to fill the gap. Capt. Garrido further commented that fire chief is administrative; battalion chief is operations. These items are in the budget for future use.

### 9e. **DISCUSSION/APPROVAL: KLVAC Package Policy and Business Auto Policy [Johnson]**

Ms. Johnson provides 2 invoices for ambulance insurance policies; one is the package policy (\$94,499.83) and the Auto policy (\$16,934.00).

Commissioner Edge made a ***motion to approve the KLVAC Package Policy and Business Auto Policy***. Commissioner Jenkins seconded, and the Board unanimously passed the motion.

## 10. **AMBULANCE CORPS REPORT**

No May meeting; therefore, no report was provided. Commissioner Mirabella provides there have been no reports for several months. Are they not required? Can we put them on notice to comply? Legal to look into contract regarding reporting for discussion at next meeting.



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### 11. FIRE DEPARTMENT REPORT

Capt. Garrido provides we have 4 new volunteers; attended academy on Saturday. A shift attended a structure fire. Great job and report; B shift had a vehicle fire. Capt. Jones indicated 24 ready to go per sale. Capt. Jones advised of 5 applicants on file; sent 4 members to Miami-Dade College for fire/career day expo for new recruits coming out of the academy; good turnout with some interest in the department.

FEMA AFG grant for training is still pending.

Commissioner Mirabella inquired about the status of the two vehicles for repairs; Capt. Jones provided that parts arrived for 24 and should be repaired this week; issues with getting a tow for 25.

### 12. COMMISSIONER ITEMS

Commissioner Edge inquired how the current building can be designated EEOC to allow for extra grant money, etc. Commissioner Mirabella will inquire further.

### 13. NEXT MEETING

**July 14, 2024 District Meeting (if required)**

**July 28, 2025 District Meeting**

Commissioner Edge ***made a motion to cancel*** the July 28, 2025 District Meeting pending the draft budget for the July 14, 2025 meeting. The next District Meeting will be July 14, 2025. Commissioner Jenkins seconded, and the Board unanimously passed the motion.

### 14. ADJOURN

Commissioner Mirabella ***made a motion to adjourn the meeting at 6:59 PM.*** Commissioner Jenkins seconded, and the Board unanimously passed the motion.

**6a.**

Thomas Morrison, MD  
Medical Director  
Key Largo Fire Rescue  
223 Avenue B  
Key Largo, FL 33037  
(305) 923-3061  
tgmmedicalcorp@gmail.com

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June 23, 2025

RE: Medical Director, Key Largo EMS

To Key Largo EMS,

As the current Medical Director of Key Largo EMS, I understand that the role of EMS Medical Director requires me to oversee patient care operations of the Department, supervise and monitor the EMS services, while providing the leadership and guidance as required by Section 401.265 of the Florida Statutes. I will supervise and direct responsibilities of the Paramedics and EMTs, evaluate their medical capability, develop medically correct EMS protocols, annually review the protocols for compliance with local, state, and federal guidelines, develop additional protocols and prepare documents, training and quality assurance programs, to name a few. A specific focus on communication and availability will be prioritized while implementing and reinforcing the outlined measures across the provided services with call schedules, online medical control, and consulting for scheduled EMS Committee meetings.

As the current Medical Director of Key Largo EMS, I have successfully directed and supervised the emergency medical services in Key Largo for more than four years. I am qualified to continue to perform these services required of the Department's Medical Director.

Examples of Similar Services Provided:

Medical Director – IFD	09/24-Present	Islamorada Fire Department (Stations 19, 20, 21)
EMS Medical Director – CFK	03/21-Present	College of the Florida Keys – EMS/Paramedic Program
Medical Director – AUC	09/20-Present	Advanced Urgent Care – KL, Acting
Key Largo EMS Director	02/20-Present	(Stations 23, 24, 25)
Regional Medical Director	02/12-02/14	Broward-Baptist Urgent Care
ER Medical Director- FL Keys	10/16-12/19	Mariners/Fishermens Hospital
Associate Medical Director	07/03-01/12	Jackson South Comm – FL

Professional Staff Required: Assistant Medical Director (1), EMS Trainer (1)

Thank you for your time and attention.

Thomas Morrison, MD, FAAFP  
Medical Director, Key Largo EMS  
305-923-3061 (cell)  
Tgmmedicalcorp@gmail.com

## **MEDICAL QUALIFICATIONS**

### **Licenses and Training:**

Practice of Emergency Medicine	1995-Present	(Louisiana/ Florida)
Family Practice Residency	2001-2003	(UM/Jackson – Miami)
Family Practice Internship	2000-2001	(UM/Jackson -- Miami)
Surgical Internship	1995-1996	(LSU Medical Center – New Orleans)
Doctorate in Medicine	1995	(Case Western Reserve University – SOM)

### **Certifications:**

BLS Instructor  
ACLS Instructor  
PALS  
ATLS (PHTLS)  
NALS (neonatal)  
ALSO (obstetrics)

### **Cost of Services:**

\$67,200 annually, plus 4% annual COL increase at contract renewal

### **Proposed Training Program**

See Proposal, (page 3-5)

### **Commitment to Clinical Performance**

See Attached Proposal (Page 3-4)

### **Physician Group Involvement**

Florida Association of EMS Medical Directors	2024-Present
American Academy of Family Physicians	2000-Present
Society of Teachers of Family Medicine	2002-2005
American College of Emergency Physicians	1996-2001; 2015-2020
Society of Hospital Medicine	2005-2010

Thomas Morrison, MD, FAAFP  
Emergency Medicine/ Family Practice  
305-923-3061 (cell)



## PROPOSED TRAINING PROGRAM

### 1. Introduction

This training plan outlines a comprehensive approach to meet re-certification requirements, offer refresher courses, evaluate newly certified personnel, and maintain proficiency for paramedics and EMTs. It integrates both in-person and electronic delivery formats to ensure thorough and accessible training. The plan also addresses protocol review and improvement, as well as quality assurance measures to maintain high standards of emergency medical services.

### 2. Training Components

#### 2.1 In-House Training and Refresher Courses

Frequency: Monthly in-person sessions and ongoing electronic modules.

Content:

- Advanced Cardiac Life Support (ACLS) procedures
- Pediatric Advanced Life Support (PALS)
- Prehospital Trauma Life Support (PHTLS/ ATLS)
- Basic Life Support (BLS) protocols
- Medical performance evaluations
- Emergency medical procedures for on-duty command personnel, on-call personnel, and volunteers

Format:

In-Person: Hands-on simulations, scenario-based drills, and case studies.

Electronic Delivery: Online modules with interactive content, quizzes, and video demonstrations.

#### 2.2 Competency Review and Proficiency Maintenance

Evaluation Methods:

Skill Assessments: Regular practical exams and simulations.

Knowledge Tests: Online quizzes and written exams.

Performance Reviews: Analysis of field performance and case reviews.

Proficiency Maintenance:

Continuous monitoring and feedback on individual performance.

Regular updates to training materials based on emerging practices and protocols.

#### 2.3 EMS Protocols Review and Improvement

Annual Protocol Review:

Ensure protocols are current with local, state and federal standards.

Review and revise ALS procedures, BLS procedures, and transport protocols.

Evaluate the effectiveness and accuracy of protocols related to AEDs, esophageal intubation, and inter-facility monitoring.

Protocol Development:

Develop and authorize new protocols for patient transport and care.

Prepare written procedures and guidelines as needed.

Ensure protocols permit specified ACLS procedures when communication with the medical director is not possible.

#### 2.4 Quality Assurance Program

Performance Assessment:

Ongoing evaluation of medical performance for paramedics and EMTs.

Individual case reviews and feedback sessions.

Equipment and Medication Approval:

Recommend and approve equipment, medications, and protocols.

Continuously assess for updates to meet and exceed medical standards.

## 2.5 Continuing Education

Program Structure:

Develop a 40-hour continuing education program for EMTs and paramedics, split into two-hour sessions per shift, every month.

Ensure content covers essential updates and procedural changes.

Documentation and Compliance:

Track and verify completion of education credits.

Ensure compliance with biennial certification requirements.

## 2.6 Emergency Administrative Call Schedule

On-Call Coverage:

Establish a schedule for emergency administrative calls with appointed physicians during vacations, holidays, and other periods of absence.

## 2.7 Consultation and Meetings

Availability:

Remain available for consultation and meetings to address any immediate concerns or updates in protocols.

## 2.8 Protocol Elimination Review

Review and Update:

Assess and potentially eliminate outdated medicines, equipment, and treatment modalities that are no longer effective.

## 2.9 Relationships with Receiving Facilities

Agreements and Communication:

Maintain and review relationships and agreements with receiving facilities to ensure proper patient transport and care.

## 2.10 Staff Evaluation and Approval

In-House Representation:

Authorize an in-house representative to conduct staff evaluations.

Recommend approval of new staff for EMT or Paramedic positions based on performance and competency.

# 3. Implementation Timeline

Month 1-3:

Initial setup and review of training materials, protocol review, and familiarize and review utilization of electronic modules.

Month 4-6:

Begin monthly in-person training sessions and any changes that may have occurred with the review.

Month 7-12:

Implement ongoing evaluations, continue protocol reviews, and establish emergency administrative call schedules.

Ongoing:

Regular updates to protocols, continuous education, quality assurance assessments, and staff evaluations.

#### **4. Evaluation and Feedback**

Regular Review Meetings:

Schedule bi-monthly meetings to review progress, address challenges, and adjust the training plan as necessary.

Feedback Mechanisms:

Implement a feedback system for trainees to provide input on training effectiveness and areas for improvement.

This training plan is designed to ensure that all EMS personnel meet and exceed certification requirements while maintaining high standards of care and operational effectiveness.

## COMMITMENT TO CLINICAL PERFORMANCE

### 1. System Improvement and Design

I anticipate capitalizing on Key Largo's current merits as well as offer improvement by remaining centered on enhancing operational efficiency, optimizing patient care, and ensuring community safety. My plan encompasses:

- **Infrastructure Enhancement:**
  - Technological Upgrades: Implement state-of-the-art medical equipment and electronic health record systems to streamline operations and improve patient data management.
  - Vehicle Modernization: Upgrade emergency response vehicles to ensure reliability and readiness, incorporating advanced diagnostic tools and communication systems.
- **Operational Efficiency:**
  - Data-Driven Decision Making: Utilize analytics to monitor performance metrics and identify areas for improvement.
  - Resource Allocation: Optimize deployment strategies for personnel and equipment to ensure rapid response times and effective coverage throughout the covered area.

### 2. EMS Protocols

The current EMS protocols for Key Largo will be reviewed and updated regularly to reflect best practices and comply with local, state, and federal guidelines.

Key aspects include:

- **Protocol Development and Review:**
  - Custom Protocols: Develop and implement protocols tailored to the unique needs of the covered area, including specific emergency scenarios and patient demographics.
  - Annual Reviews: Conduct comprehensive annual reviews of all EMS protocols to ensure accuracy and relevance. This includes ensuring that protocols align with current standards of care and integrate feedback from field personnel.
- **Advanced Cardiac and Basic Life Support:**
  - ACLS Procedures: Ensure protocols for advanced life support are robust and up-to-date, with clear guidelines for when field paramedics cannot communicate with the medical director.
  - BLS Procedures: Maintain rigorous standards for basic life support procedures, including the use of AEDs and other clinical interventions.
- **Transport Protocols:**
  - Trauma Transport: Develop protocols for the appropriate transport of trauma patients to facilities equipped for their level of care.
  - Inter-Facility Transfers: Ensure protocols are in place for efficient and safe inter-facility transfers, including monitoring and documentation of patient conditions.

### 3. Safety and Security Regarding Narcotics

My plan includes stringent measures to ensure the safe handling, administration, and waste documentation for proper disposal of unused narcotics and controlled substances:

- **Controlled Substance Management:**
  - Secure Storage: Ensure all narcotics are stored in secure, locked environments with restricted access.

- **Tracking Systems:** Implement electronic tracking systems to monitor the use, inventory, and disposal of narcotics, minimizing the risk of misuse or loss.
- **Regular Audits:** Conduct routine audits and inspections to verify compliance with regulations and identify potential issues.

- **Training and Compliance:**

- **Staff Training:** Provide specialized training on narcotic handling, including protocols for administration, documentation, and security.
- **Regulatory Adherence:** Ensure adherence to all relevant local, state, and federal regulations regarding narcotics.

**4. Consistent Availability for Staff, Leadership, and Community**

To ensure continuous support and availability for staff, leadership, and community, we will implement the following measures:

- **Leadership Accessibility:**

- **On-Call Coverage:** Establish an emergency administrative call schedule with appointed physicians to provide support during the Medical Director's absences, including vacations and holidays.
- **Regular Consultations:** Schedule regular meetings and consultations with leadership to address any emerging issues or updates.

- **Staff Support:**

- **Developing or improving 24/7 Availability:** Maintain a 24/7 support system for field personnel, ensuring that they have access to guidance and assistance at all times.
- **Feedback Mechanisms:** Implement feedback channels for staff to report concerns or suggestions, ensuring prompt response and resolution.

- **Community Engagement:**

- **Public Communication:** Develop strategies for effective communication with the community to keep them informed about EMS services, protocols, and safety measures.
- **Partnerships:** Foster relationships with local facilities and organizations to enhance collaborative efforts and ensure comprehensive care for patients.

By focusing on these areas, I remain committed to delivering a high-quality EMS system that meets the needs of Key Largo, while upholding the highest standards of safety, efficiency, and community engagement.

**6b.**



215 S. Seth Child Road  
Manhattan, KS 66502  
Phone: 888.777.7850  
Fax: 888.777.7875  
[www.clpusa.net](http://www.clpusa.net)

July 10, 2025

Jennifer Johnson  
Key Largo Fire Rescue and Emergency Medical Services District  
PO Box 371023  
Key Largo, FL 33037

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**RE: Financing for One (1) New Rosenbauer Cobra Aerial Platform Truck**

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Dear Jennifer,

Thank you for the opportunity to work with Key Largo Fire Rescue and Emergency Medical Services District on your financing project!

This package includes the documentation with instructions to complete financing of the equipment.

Community First National Bank is listed as Lessor to this Agreement. Community Leasing Partners is a division of Community First National Bank and is the exclusive marketing, origination and placement agent for the bank.

Please return all documents with original signatures by 7/2/2025 to avoid any potential change in the payments or interest rate.

**This Agreement requires three different signers from the Key Largo Fire Rescue and Emergency Medical Services District and an attorney's opinion letter.**

Signer 1 - Anthony Allen, Chairman  
Signer 2 - George Mirabella, Vice Chairman  
Signer 3 - Kenny Edge, Secretary

Upon receipt of all listed documents; delivery of the equipment and your approval of the equipment invoice; we will remit payment to the vendor. This transaction is subject to acceptance of the documentation and final review and approval by the Lessor.

If you have any questions regarding the documentation, please feel free to contact me at 888.777.7850.

Respectfully,

*Sean Keating*

Sean Keating  
Documentation Associate

# Documentation Instructions

- ◇ **MASTER EQUIPMENT LEASE PURCHASE AGREEMENT**
  - ☐ Anthony Allen - sign where indicated
- ◇ **Exhibit A – SCHEDULE OF EQUIPMENT**
  - ☐ Anthony Allen - sign where indicated
- ◇ **Attachment 1 – EQUIPMENT DESCRIPTION**
  - ☐ Provide physical location where the equipment will be kept after delivery/installation
- ◇ **Attachment 2 – PAYMENT SCHEDULE**
  - ☐ Anthony Allen - sign where indicated
- ◇ **Exhibit B – LESSEE RESOLUTION**
  - ☐ Print the date the Resolution is being signed
  - ☐ Print the date of the meeting in which the financing was approved
  - ☐ Anthony Allen - sign as “Authorized Signer”
  - ☐ Complete the lessee’s fiscal year start and end months
  - ☐ George Mirabella - attest the Resolution as “Attested By”
  - ☐ Kenny Edge - sign and print name as “Certified By”
- ◇ **Exhibit C - OPINION OF COUNSEL**
  - ☐ Request your legal counsel provide an Opinion of Counsel using the example provided; retyped on his/her letterhead with their signature (*If counsel would like changes, he/she must first contact CLP*)
- ◇ **Exhibit D - ACCEPTANCE CERTIFICATE**
  - ☐ Anthony Allen - sign and date where indicated
- ◇ **TITLE REGISTRATION & SECURITY INTEREST CERTIFICATION**
  - ☐ Anthony Allen - sign where indicated
- ◇ **BANK QUALIFIED CERTIFICATE**
  - ☐ Anthony Allen - sign where indicated
- ◇ **INSURANCE COVERAGE REQUIREMENTS**
  - ☐ Provide Agent’s contact information
  - ☐ Anthony Allen - sign where indicated
- ◇ **INVOICE INSTRUCTIONS**
  - ☐ Complete contact information for payment billing invoices
- ◇ **NOTICE OF ASSIGNMENT**
  - ☐ Anthony Allen - sign where indicated
- ◇ **ESCROW AGREEMENT**
  - ☐ Anthony Allen - sign where indicated
- ◇ **Exhibit A- PAYMENT REQUEST FORM/ SIGNATURE CARD**
  - ☐ Anthony Allen - sign where indicated
- ◇ **TAX COMPLIANCE WITH NO ARBITRAGE**
  - ☐ Anthony Allen - sign and date where indicated
- ◇ **8038 - IRS Form**
  - ☐ Verify employer identification number in Box 2, Complete Boxes 10a & 10b
  - ☐ Anthony Allen - sign and date where indicated under “Signature and Consent”

## Conditions to Funding

If, for any reason: (i) the required documentation is not returned by 7/2/2025, or has unresolved issues relating thereto, or (ii) on, or prior to the return of the documentation, there is a change of circumstances which adversely affects the expectations, rights or security of the Lessor or its assignees; then Lessor or its assignees reserves the right to adjust the quoted interest rate or withdraw/void its offer to fund this transaction in its entirety.

This contract is being issued based upon review of credit and financial materials provided by lessee that resulted in a credit approval decision. CLP is committed to working with the lessee on this transaction throughout the entire process. Failure to complete the lease in its entirety may result in a \$500 documentation fee being charged. This fee is for credit analysis, drafting of the contract, overnight services and expenses incurred in processing this agreement.



# MASTER EQUIPMENT LEASE PURCHASE AGREEMENT

**LESSEE: Key Largo Fire Rescue and Emergency Medical Services District**

This Master Equipment Lease Purchase Agreement, including all exhibits and schedules hereto whether currently in existence or hereafter executed (the "Agreement"), dated as of 6/25/2025, and entered into between Community First National Bank 215 S. Seth Child Rd, Manhattan, KS 66502 ("Lessor"), and Key Largo Fire Rescue and Emergency Medical Services District, PO Box 371023, Key Largo, FL 33037 a body corporate and politic duly organized and existing under the laws of the State of Florida ("Lessee");

## RECITALS

WHEREAS, Lessee desires to lease from Lessor certain equipment described in the schedules to this Agreement, substantially in the form of Exhibit A hereto, that are executed from time to time by the parties hereto (such schedules are hereby incorporated herein and are hereinafter collectively referred to as the "Schedules", and the items of equipment leased to Lessee hereunder, together with all substitutions, proceeds, replacement parts, repairs, additions, attachments, accessories and replacements thereto, thereof or therefore, are hereinafter collectively referred to as the "Equipment") subject to the terms and conditions of and for the purposes set forth in this Agreement.

WHEREAS, the relationship between the parties shall be a continuing one and items of equipment may be added to or deleted from the Equipment from time to time by execution of additional Schedules by the parties hereto and as otherwise provided herein.

WHEREAS, Lessee is authorized under the constitution and laws of the State to enter into this Agreement for the purposes set forth herein.

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

## ARTICLE I. REPRESENTATIONS, WARRANTIES AND COVENANTS OF LESSEE

Section 1.01. Lessee represents, covenants and warrants, for the benefit of Lessor and its assignees, as follows:

- (a) Lessee is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State.
- (b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and affect its existence as a body corporate and politic. Lessee is a political subdivision of the State within the meaning of Section 103(a) of the Code or a constituted authority authorized to issue obligations on behalf of a state or local governmental unit within the meaning of the regulations promulgated pursuant to said Section of the Code.
- (c) Lessee has full power and authority under the Constitution and laws of the State to enter into this Agreement and the transactions contemplated hereby, and to perform all of its obligations hereunder.
- (d) Lessee has duly authorized the execution and delivery of this Agreement by proper action by its governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the enforceability of this Agreement.
- (e) Lessee has complied or will comply with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment.
- (f) During the Lease Term, the Equipment will be used by Lessee only for the purpose of performing one or more essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than Lessee.
- (g) During the Lease Term, Lessee will annually provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement as may be reasonably requested by Lessor.
- (h) The Equipment will have a useful life in the hands of Lessee that is substantially in excess of the Original Term and all Renewal Terms.
- (i) The Equipment is, and during the Lease Term will remain personal property and when subjected to use by the Lessee, will not be or become fixtures.
- (j) The Equipment is essential to the function of the Lessee and the services provided to its citizens, and will be used throughout the period that this Agreement is in force for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of its authority.
- (k) During the term of this Agreement, Lessee will not dispose of or sell any part of the Equipment.
- (l) Lessee has not terminated a lease, rental agreement, installment purchase contract, or any other such agreement in the past five (5) years as a result of insufficient funds being appropriated for payments due under such an agreement.
- (m) This Agreement constitutes the legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.
- (n) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof.
- (o) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the current fiscal year and to meet its other obligations under this Agreement for the current fiscal year, and such funds have not been expended for other purposes.
- (p) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best knowledge of Lessee is there any basis therefore, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement or materially adversely affect the financial condition or properties of Lessee.
- (q) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of this Agreement or in connection with the carrying out by Lessee of its obligations hereunder have been obtained.
- (r) The entering into and performance of this Agreement or any other document or agreement contemplated hereby to which Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance on any assets of Lessee or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound, except as herein provided.

## ARTICLE II. DEFINITIONS

Section 2.01. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Master Equipment Lease Purchase Agreement, including the Schedules and any other schedule, exhibit or escrow agreement made a part hereof by the parties hereto, whether currently in existence or hereafter executed, as the same may be supplemented or amended from time to time in accordance with the terms hereof.

"Code" means the Internal Revenue Code of 1986, as amended, and the United States Treasury Regulations in effect thereunder.

"Commencement Date" means, with respect to any Schedule, the date when the Lease Term of this Agreement with respect to that Schedule and Lessee's obligation to pay rent under that Schedule commence, which date will be the earlier of (i) the date of the Agreement, or (ii) the date on which sufficient moneys to purchase the Equipment are deposited for that purpose with an Escrow Agent.

"Equipment" means the property described in the Schedules and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto. Whenever reference is made in this Agreement to Equipment listed in a Schedule, that reference shall be deemed to include all replacements, repairs, restorations, modifications and improvements of or to that Equipment.

"Event of Default" means, with respect to any Lease, an Event of Default described in Section 10.01.

"Escrow Agreement" means, with respect to a given Schedule, an escrow agreement in form and substance satisfactory to Lessor, between Lessee, Lessor and an escrow agent relating to the acquisition fund created thereunder.

"Lease" means, at any time, (i) if none of Lessor's interest in, to and under any Schedule has been assigned pursuant to Section 9.01, or if all of Lessor's interest in, to and under this Agreement and all Schedules have been assigned to the same assignee without any reassignment, this Agreement, or (ii) if Lessor's interest in, to and under any Schedule or Schedules has been assigned or reassigned pursuant to Section 9.01, all Schedules that have the same Lessor and this Agreement as it relates to those Schedules and the Equipment listed therein, which shall constitute a separate single lease relating to that Equipment.

"Lease Term" means, with respect to any Lease, the Original Term and all Renewal Terms of that Lease.

"Lessee" means the entity which is described in the first paragraph of this Agreement, its successors and assigns.

"Lessor" means, with respect to each Schedule and the Lease of which that Schedule is a part, (i) if Lessor's interest in, to and under that Schedule has not been assigned pursuant to Section 9.01, the entity described as such in the first paragraph of this Agreement or its successor, or (ii) if Lessor's interest in, to and under that Schedule has been assigned pursuant to Section 9.01, the assignee thereof or its successor.

"Net Proceeds" means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys' fees) incurred in the collection of such claim or award.

"Original Term" means, with respect to any Lease, the period from the first Commencement Date for any Schedule under that Lease until the end of the fiscal year of Lessee in effect at that Commencement Date.

"Purchase Option Price" means, with respect to the Equipment listed on any Schedule, the amount set forth in that Schedule as the Purchase Option Price for that Equipment.

"Renewal Terms" means, with respect to any Lease, the automatic renewal terms of that Lease, as provided for in Article III of this Agreement, each having a duration of one year and a term co-extensive with the Lessee's fiscal year except the last of such automatic renewal terms which shall end on the due date of the last Rental Payment set forth in the Schedule.

"Rental Payments" means the basic rental payments payable by Lessee pursuant to Section 4.02.

"State" means the state in which Lessee is located.

"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessee purchased or is purchasing the Equipment.

## ARTICLE III. LEASE TERM

Section 3.01. Lease of Equipment. Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment listed in each Schedule in accordance with this Agreement and that Schedule for the Lease Term for the Lease of which that Schedule is a part. The Lease Term for each Lease may be continued at the end of the Original Term or any Renewal Term for an additional Renewal Term; provided, however, that at the end of the Original Term and at the end of each Renewal Term, Lessee shall be deemed to have continued that Lease for the next Renewal Term unless Lessee shall have terminated that Lease pursuant to **Section 4.05** or **Section 5.03**. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the Schedules. Lessor hereby covenants to provide Lessee during the Lease Term with quiet use and enjoyment of the Equipment, and Lessee shall during the Lease Term peaceably and quietly have and hold and enjoy the Equipment, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement.

Section 3.02. Continuation of Lease Term. Lessee currently intends, subject to **Section 4.05**, to continue the Lease Term for each Lease through the Original Term and all of the Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Lease Term for each Lease can be obtained. The responsible financial officer of Lessee shall do all things lawfully within his or her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for the Rental Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend a Lease for any Renewal Term is solely within the discretion of the then current governing body of Lessee.

Section 3.03. Return of Equipment on Termination. Upon expiration or earlier termination of any Schedule under any provision of this Agreement at a time when Lessee does not exercise its option to purchase the Equipment described in that Schedule under the provisions of this Agreement, Lessee shall deliver, at Lessee's expense, the Equipment described in that Schedule to Lessor in the same condition as existed at the Commencement Date, ordinary wear and tear expected, packaged or otherwise prepared in a manner suitable by shipment by truck or rail common carrier at a location specified by Lessor.

Section 3.04. Conditions to Lessor's Performance under Schedules. As a prerequisite to the performance by Lessor of any of its obligations pursuant to the execution and delivery of any Schedule, Lessee shall deliver to Lessor the following:

- (a) A Lessee Resolution executed by the Clerk or Secretary or other comparable officer of Lessee, in substantially the form attached hereto as Exhibit B, completed to the satisfaction of Lessor;
- (b) An Opinion of Counsel to Lessee in substantially the form attached hereto as Exhibit C respecting such Schedule and otherwise satisfactory to Lessor;
- (c) All documents, including financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate at that time;
- (d) Such other items, if any, as are set forth in such Schedule or are reasonably required by Lessor.

This Agreement is not a commitment by Lessor to enter into any Schedule not currently in existence, and nothing in this Agreement shall be construed to impose any obligation upon Lessor to enter into any proposed Schedule, it being understood that whether Lessor enters into any proposed Schedule shall be a decision solely within Lessor's discretion.

Lessee will cooperate with Lessor in Lessor's review of any proposed Schedule. Without limiting the foregoing, Lessee will provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Schedule. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

#### **ARTICLE IV. RENTAL PAYMENTS**

Section 4.01. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

Section 4.02. Payment of Rental Payments. Lessee shall pay Rental Payments, from any and all legally available funds, in lawful money of the United States of America, exclusively to Lessor or, in the event of assignment by Lessor, to its assignee, in the amounts and on the dates set forth in each Schedule. Rental Payments shall be in consideration for Lessee's use of the Equipment during the applicable year in which such payments are due. The Rental Payments will be payable without notice or demand at the office of Lessor (or such other place as Lessor may from time to time designate in writing). If any Rental Payment or other sum payable under any Schedule is not paid when due, Lessee shall pay to Lessor accrued interest on such delinquent amount from the date due thereof until paid at the lesser of 18% or the maximum rate allowed by law. In the event that it is determined that any of the interest components of Rental Payments may not be excluded from gross income for purposes of federal income taxation, Lessee agrees to pay to Lessor promptly after any such determination and on the date of each Rental Payment thereafter an additional amount determined by Lessor to compensate Lessor for the loss of such excludability (including without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive absent manifest error.

Section 4.03. Interest and Principal Components. A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of, principal. Each Schedule will set forth the interest component and the principal component of each Rental Payment during the Lease Term.

Section 4.04. Rental Payments to be Unconditional. The obligations of Lessee to make payment of the Rental Payments required under this Article IV and other sections hereof, and to perform and observe the covenants and agreements contained herein, shall be absolute and unconditional in all events, except as expressly provided under this Agreement. Notwithstanding any dispute between Lessee and Lessor, any Vendor or any other dispute between Lessee and Lessor, any Vendor or any other person, Lessee shall make all payments of Rental Payments when due and shall not withhold any Rental Payments pending final resolution of such dispute, nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such payments required under this Agreement. Lessee's obligation to make Rental Payments during the Original Term or the then-current Renewal Term for each Schedule shall not be abated through accident or unforeseen circumstances.

Section 4.05. Non appropriation. Lessee is obligated only to pay such Rental Payments under this Agreement (and any additional amounts due hereunder, if applicable) as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current fiscal year. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments under a Lease following the then current Original Term or Renewal Term, that Lease shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver written notice to Lessor of such termination at least 60 days prior to the end of the then current Original Term or Renewal Term, but failure to give such written notice shall not extend the term beyond such Original Term or Renewal Term.

#### **ARTICLE V. TITLE TO EQUIPMENT; SECURITY INTEREST; OPTION TO PURCHASE**

Section 5.01. Title to the Equipment. Title to the Equipment shall be and remain in Lessor when Lessee acquires and accepts the Equipment. Title to the Equipment subject to a Lease will automatically transfer to Lessee upon payment of all Rental Payments relating thereto or payment by Lessee of the Purchase Option Price in accordance with Section 5.03 with respect thereto. In either of such events Lessor shall execute and deliver to Lessee such documents as Lessee may request to evidence the passage of legal title to the Equipment subject to such Lease to Lessee.

Section 5.02. Personal Property. Lessor and Lessee agree that the Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

Section 5.03. Option to Purchase. Lessee shall have the option to purchase Lessor's interest in all (but not less than all) of the Equipment described in any Schedule, upon giving written notice to Lessor at least 60 (but not more than 180) days before the date of purchase, at the following times and upon the following terms:

- (a) On the date of the last Rental Payment set forth in that Schedule (assuming this Agreement is renewed at the end of the Original Term and each Renewal Term), if the Agreement is still in effect on such day, upon payment in full to Lessor of the Rental Payments and all other amounts then due under that Schedule plus One Dollar;
- (b) On the last day of the Original Term or any Renewal Term then in effect, upon payment in full to Lessor of the Rental Payments and all other amounts then due under that Schedule plus the then applicable Purchase Option Price set forth in that Schedule; or
- (c) In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in that Schedule on the day specified in Lessee's written notice to Lessor of its exercise of the purchase option upon payment in full to Lessor of the Rental Payments and all other amounts then due under that Schedule, including, without limitation, interest accrued to the date of payment, plus the then applicable Purchase Option Price set forth in that Schedule.

#### **ARTICLE VI. DELIVERY, MAINTENANCE; MODIFICATION; TAXES; INSURANCE AND OTHER CHARGES**

Section 6.01. Delivery, Installation and Acceptance of Equipment. Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the locations specified in the Schedules and pay any and all delivery and installation costs in connection therewith. When the Equipment listed in any Schedule has been delivered and installed, Lessee shall immediately accept such Equipment and evidence said acceptance by executing and delivering to Lessor an Acceptance Certificate in the form attached hereto as Exhibit D.

Section 6.02. Location; Inspection. Once installed, no item of the Equipment will be moved from the location specified for it in the Schedule on which that item is listed without Lessor's consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

Section 6.03. Maintenance of Equipment by Lessee. Lessee agrees that at all times during the Lease Term Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and that Lessee will from time to time make or cause to be made all necessary and proper repairs, replacements and renewals. Lessor shall have no responsibility in any of these matters, or for the making of improvements or additions to the Equipment. Lessee shall not make material modifications to the Equipment without the prior consent of Lessor.

Section 6.04. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment free of all liens, charges and encumbrances except those created by this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes of Lessor), Lessee will pay, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment and any equipment or other property acquired by Lessee in substitution for, as a renewal or replacement of, or a modification, improvement or addition to the Equipment, as well as all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment; provided that, with respect to any governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as have accrued during the Lease Term. Lessee will take no action that will cause the interest portion of any Rental payment to become includable in gross income of the recipient for purposes of federal income taxation under the Code, and Lessee will take, and will cause its officers, employees and agents to take, all affirmative action legally within its power to prevent such interest from being includable in gross income for purposes of federal income taxation under the Code. Lessee acknowledges that Lessor's yield with respect to this Agreement is dependent upon the interest component of each Rental Payment being excluded from Lessor's income pursuant to the Code.

**Section 6.05. Provisions Regarding Insurance.** At its own expense, Lessee shall maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by Lessor, in an amount at least equal to the replacement cost of the Equipment, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b); provided further that, if Lessor provides such consent Lessee shall provide to Lessor information with respect to such self-insurance program as Lessor may request from time to time. All insurance proceeds from casualty losses shall be payable as hereinafter provided. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. All such casualty and liability insurance shall be with insurers that are acceptable to Lessor, shall name Lessor as a loss payee and an additional insured, respectively, and shall contain a provision to the effect that such insurance shall not be canceled or modified materially without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation or modification. All such casualty insurance shall contain a provision making any losses payable to Lessee and Lessor as their respective interests may appear.

**Section 6.06. Advances.** In the event Lessee shall fail to maintain the full insurance coverage required by this Agreement or shall fail to keep the Equipment in good repair and operating condition, Lessor may (but shall be under no obligation to) purchase the required insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced therefore by Lessor shall constitute additional rent for the then-current Original Term or Renewal Term, and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the date advanced until paid at the rate of 18% per annum or the maximum interest rate permitted by law, whichever is less.

## **ARTICLE VII. DAMAGE, DESTRUCTION AND CONDEMNATION: USE OF NET PROCEEDS**

**Section 7.01. Risk of Loss.** Lessee is responsible for the entire risk of loss of or damage or destruction to the Equipment. No such loss, damage or destruction shall relieve Lessee of any obligation under this Agreement or any Lease.

**Section 7.02. Damage, Destruction and Condemnation.** If (a) the Equipment listed on any Schedule or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of that Equipment, unless Lessee shall have exercised its option to purchase that Equipment pursuant to Section 5.03. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

**Section 7.03. Insufficiency of Net Proceeds.** If the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement referred to in Section 7.02, Lessee shall either complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, unless Lessee, pursuant to Section 5.03, purchases Lessor's interest in the Equipment destroyed, damaged or taken and any other Equipment listed in the same Schedule. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing Lessor's interest in the Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefore from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

## **ARTICLE VIII. DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; USE OF THE EQUIPMENT**

**Section 8.01. Disclaimer of Warranties.** LESSEE HAS SELECTED THE EQUIPMENT AND THE VENDORS. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY OR REPRESENTATION WITH RESPECT THERETO. In no event shall Lessor be liable for an incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of any item or products or service provided for in this Agreement.

**Section 8.02. Vendor's Warranties.** Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights, including warranties of the Equipment, which Lessor may have against the Vendor of the Equipment. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against Lessor, nor shall such matter have any effect, whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made no representation or warranties whatsoever as to the existence or availability of such warranties of the Vendor of the Equipment.

**Section 8.03. Use of the Equipment.** Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdictions in which its operations involving any item of Equipment may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment; provided, however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Lessor, adversely affect the title of Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement.

**Section 8.04. Essential Nature of the Equipment.** Lessee confirms and affirms that the Equipment is essential to the function of Lessee and the services provided to its citizens, that there is an immediate need for the Equipment which is not temporary or expected to diminish in the foreseeable future, and that Lessee will use substantially all the Equipment for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of its authority.

## **ARTICLE IX. ASSIGNMENT, SUBLEASING, INDEMNIFICATION, MORTGAGING AND SELLING**

**Section 9.01. Assignment by Lessor.** Lessor's interest in, to, and under this Agreement; any Lease and the Equipment may be assigned and reassigned in whole or in part to one or more assignees by Lessor at any time subsequent to its execution. Lessee hereby agrees to maintain a written record of each such assignment in form necessary to comply with Section 149(a) of the Code. No such assignment shall be binding on Lessee until it has received written notice from Lessor of the assignment disclosing the name and address of the assignee. Lessee agrees to execute all documents, including chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in the Equipment and in this Agreement. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim, defense, set-off or other right Lessee may from time to time have against Lessor.

**Section 9.02. Assignment and Subleasing by Lessee.** None of Lessee's interest in, to and under this Agreement and in the Equipment may be sold, assigned, subleased, pledged or otherwise encumbered by Lessee without the prior written consent of Lessor.

**Section 9.03. Release and Indemnification Covenants.** To the extent permitted by law, Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liabilities, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and all expenses in connection therewith (including, without limitation, counsel fees and expenses, penalties connected therewith imposed on interest received) arising out of or as (a) result of the entering into of this Agreement, (b) the ownership of any item of the Equipment, (c) the manufacture, ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person, and/or (e) the breach of any covenant herein or any material misrepresentation contained herein. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

## ARTICLE X. EVENTS OF DEFAULT AND REMEDIES

**Section 10.01. Events of Default Defined.** Subject to the provisions of **Section 4.05**, any of the following events shall constitute an "Event of Default" under any Lease:

- (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid under that Lease at the time specified in that Lease;
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed under that Lease, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;
- (c) Any statement, representation or warranty made by Lessee in or pursuant to that Lease or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;
- (d) Any provision of that Lease shall at any time for any reason cease to be valid and binding on Lessee, or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee shall deny that it has any further liability or obligation under that Lease.
- (e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or
- (f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

**Section 10.02. Remedies on Default.** Whenever any Event of Default under any Lease exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) By written notice to Lessee, declare all Rental Payments and other amounts payable by Lessee under that Lease to the end of the then current Original Term or Renewal Term to be due;
- (b) Upon written request by Lessor, Lessee shall within thirty (30) days use its best efforts to sell the Equipment subject to such Lease for an amount equal to the sum of all Rental Payments then due or past due and the applicable Purchase Option Price, and any other amounts due Lessor hereunder, and if Lessee sells the Equipment Lessee shall pay to Lessor an amount of proceeds thereof equal to the foregoing. If Lessee fails to sell the Equipment for such amount, then Lessee shall at its expense cause the Equipment to be delivered to Lessor at a place in the State designated by Lessor. If Lessee fails or refuses to transfer the Equipment to Lessor as herein provided, Lessor shall have the right to obtain a judgment against Lessee for the amount required to be paid to Lessor from the proceeds of the sale of the Equipment plus interest thereon to the date of payment at the lower of 10% per annum or the highest rate permitted by law.

In addition, whenever an Event of Default exists with respect to any Rental Payment required by a particular Schedule or with respect to any other payment, covenant, condition, agreement, statement, representation or warranty set forth in that Schedule or applicable to that Schedule or the Equipment listed therein, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (d) By written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee pursuant to that Schedule and other amounts payable by Lessee under this Agreement to the end of the then current Original Term or Renewal Term to be due;
- (e) Upon written request by Lessor, Lessee shall within thirty (30) days use its best efforts to sell the Equipment subject to such Schedule for an amount equal to the sum of all Rental Payments then due or past due and the applicable Purchase Option Price, and any other amounts due Lessor hereunder, and if Lessee sells the Equipment Lessee shall pay to Lessor an amount of proceeds thereof equal to the foregoing. If Lessee fails to sell the Equipment for such amount, then Lessee shall at its expense cause the Equipment to be delivered to Lessor at a place in the State designated by Lessor. If Lessee fails or refuses to transfer the Equipment to Lessor as herein provided, Lessor shall have the right to obtain a judgment against Lessee for the amount required to be paid to Lessor from the proceeds of the sale of the Equipment plus interest thereon to the date of payment at the lower of 10% per annum or the highest rate permitted by law.

In addition to the remedies specified above, Lessor may charge interest on all amounts due to it at the rate of 10% per annum or the maximum amount permitted by law, whichever is less. The exercise of any such remedies respecting any such Event of Default shall not relieve Lessee of any other liabilities under any other Schedules, this Agreement related to any other Schedule or the Equipment listed therein.

**Section 10.03. Remedies Exclusive.** The remedies provided to Lessor under Section 10.02 shall be the sole and exclusive remedies exercisable by Lessor in the event of a default by Lessee hereunder.

**Section 10.04. Agreement to Pay Attorneys' Fees and Expenses.** If Lessee should default under any of the provisions hereof and Lessor should employ attorneys or incur other expenses for the collection of moneys or for the enforcement of performance or observance of any obligation or agreement on the part of Lessee contained in this Agreement, Lessee agrees, to the extent it is permitted by law to do so, that it will, if assessed by a court of competent jurisdiction, pay to Lessor the reasonable fees of those attorneys and other reasonable expenses so incurred by Lessor.

**Section 10.05. Application of Moneys.** Any net proceeds from the exercise of any remedy hereunder (after deducting all expenses of Lessor in exercising such remedies including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing Equipment and all brokerage, auctioneer's or attorney's fees) shall be applied as follows:

- (a) If such remedy is exercised solely with respect to a single Schedule, Equipment listed in that Schedule or rights under the Agreement related to that Schedule, then to amounts due pursuant to that Schedule and other amounts related to that Schedule or that Equipment.
- (b) If such remedy is exercised with respect to more than one Schedule, Equipment listed in more than one Schedule or rights under the Agreement related to more than one Schedule, then to amounts due pursuant to those Schedules pro rata.

## ARTICLE XI. MISCELLANEOUS

**Section 11.01. Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business.

**Section 11.02. Binding Effect; Entire Agreement; Amendments and Modifications.** This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the Lessor and the Lessee; nor shall any such amendment that affects the rights of Lessor's assignee be effective without such assignee's consent. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 11.03. Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State.

**Section 11.04. Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 11.05. Amendments, Changes and Modifications.** This Agreement may be amended, added to, changed or modified by written agreement duly executed by Lessor and Lessee.

Section 11.06. Execution in Counterparts; Chattel Paper. This Agreement, including in writing each Schedule, may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; except (1) to the extent that various Schedules and this Agreement as it relates thereto constitutes separate Leases as provided in this Agreement and (2) that Lessor's interest in, to and under any Schedule and the Agreement as it relates to that Schedule, and the Equipment listed in that Schedule may be sold or pledged only by delivering possession of the original counterpart of that Schedule marked "Counterpart No. 1," which Counterpart No. 1 shall constitute chattel paper for purposes of the Uniform Commercial Code.

Section 11.07. Usury. The parties hereto agree that the charges in this Agreement and any Lease shall not be a violation of usury or other law. Any such excess charge shall be applied in such order as to conform this Agreement and such Lease to such applicable law.

Section 11.08. Jury Trial Waiver. To the extent permitted by law, lessee agrees to waive its right to a trial by jury.

Section 11.09. Facsimile Documentation. Lessee agrees that a facsimile copy of this Agreement or any Lease with facsimile signatures may be treated as an original and will be admissible as evidence of this Agreement or such Lease.

Section 11.10. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives listed below.

**Lease No. KEYFL2025-06EU-AR**

**LESSEE:**

Key Largo Fire Rescue and Emergency Medical Services  
District

**LESSOR:**

Community First National Bank

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Anthony Allen, Chairman

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Blake Kaus, VP

## EXHIBIT A

### SCHEDULE OF EQUIPMENT NO. 01, Dated 6/25/2025

Counterpart No. 1.

LESSOR'S INTEREST IN, TO AND UNDER THIS SCHEDULE AND THE AGREEMENT AS IT RELATES TO THIS SCHEDULE MAY BE SOLD OR PLEDGED ONLY BY DELIVERING POSSESSION OF COUNTERPART NO. 1 OF THIS SCHEDULE, WHICH COUNTERPART NO. 1 SHALL CONSTITUTE CHATTEL PAPER FOR PURPOSES OF THE UNIFORM COMMERCIAL CODE.

Re: Master Equipment Lease Purchase Agreement, dated as of 6/25/2025, between Community First National Bank, as Lessor, and Key Largo Fire Rescue and Emergency Medical Services District, as Lessee.

1. **Defined Terms.** All terms used herein have the meanings ascribed to them in the above referenced Master Equipment Lease Purchase Agreement (the "Master Equipment Lease").
2. **Equipment.** The Equipment included under this Schedule of Equipment is comprised of the items described in the Equipment Description attached hereto as **Attachment 1**, together with all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.
3. **Payment Schedule.** The Rental Payments and Purchase Option Prices under this Schedule of Equipment are set forth in the Payment Schedule attached as **Attachment 2** hereto.
4. **Representations, Warranties and Covenants.** Lessee hereby represents, warrants, and covenants that its representations, warranties and covenants set forth in the Agreement are true and correct as though made on the date of commencement of Rental Payments on this Schedule.
5. **The Master Equipment Lease.** This Schedule is hereby made as part of the Master Equipment Lease and Lessor and Lessee hereby ratify and confirm the Master Equipment Lease. The terms and provisions of the Master Equipment Lease (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated by reference and made a part hereof.

Lease Number: **KEYFL2025-06EU-AR**

**LESSEE:**

Key Largo Fire Rescue and Emergency Medical Services  
District

**LESSOR:**

Community First National Bank

\_\_\_\_\_  
Anthony Allen, Chairman

\_\_\_\_\_  
Blake Kaus, VP

## ATTACHMENT 1 EQUIPMENT DESCRIPTION

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**RE: Schedule of Equipment No. 01, dated 6/25/2025, to Master Equipment Lease Purchase Agreement, dated as of 6/25/2025, between Community First National Bank, as Lessor, and Key Largo Fire Rescue and Emergency Medical Services District, as Lessee.**

**Lease Number: KEYFL2025-06EU-AR**

One (1) New Rosenbauer Cobra Aerial Platform Truck

With a total acquisition cost of \$2,076,050.00; together with all additions, accessions and replacements thereto. Lessee hereby certifies the description of the personal property set forth above constitutes an accurate description of the "Equipment", as defined in the attached Master Equipment Lease Purchase Agreement and the Equipment is located on the premise of the Lessee unless otherwise noted by the Lessee.

Physical location where equipment be stored after delivery: \_\_\_\_\_

**LESSEE:**

Key Largo Fire Rescue and Emergency Medical Services  
District

\_\_\_\_\_  
Anthony Allen, Chairman



## ATTACHMENT 2 PAYMENT SCHEDULE

RE: Schedule of Equipment No. 01, dated 6/25/2025, to Master Equipment Lease Purchase Agreement, dated as of 6/25/2025, between Community First National Bank, as Lessor, and Key Largo Fire Rescue and Emergency Medical Services District, as Lessee.

Lease Number: KEYFL2025-06EU-AR

Project Funds: \$2,076,050.00

### AMORTIZATION SCHEDULE

Payment Number	Payment Date	Payment Amount	Interest Portion	Principal Portion	Purchase Option Price
1	6/25/2026	\$257,801.42	\$100,293.79	\$157,507.63	Not Available
2	6/25/2027	\$257,801.42	\$92,338.77	\$165,462.65	\$1,707,721.55
3	6/25/2028	\$257,801.42	\$83,981.98	\$173,819.44	\$1,529,208.99
4	6/25/2029	\$257,801.42	\$75,203.13	\$182,598.29	\$1,341,680.54
5	6/25/2030	\$257,801.42	\$65,980.89	\$191,820.53	\$1,144,680.86
6	6/25/2031	\$257,801.42	\$56,292.88	\$201,508.54	\$937,731.59
7	6/25/2032	\$257,801.42	\$46,115.57	\$211,685.85	\$720,330.22
8	6/25/2033	\$257,801.42	\$35,424.25	\$222,377.17	\$491,948.87
9	6/25/2034	\$257,801.42	\$24,192.96	\$233,608.46	\$252,032.98
10	6/25/2035	\$257,801.42	\$12,394.43	\$245,406.99	\$0.00
Grand Totals		\$2,578,014.20	\$592,218.65	\$1,985,795.55	

**LESSEE:**

Key Largo Fire Rescue and Emergency Medical Services  
District

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Anthony Allen, Chairman

## EXHIBIT B

### LESSEE RESOLUTION

**Re: Schedule of Equipment No. 01, dated 6/25/2025, to Master Equipment Lease Purchase Agreement, dated as of 6/25/2025, between Community First National Bank, as Lessor, and Key Largo Fire Rescue and Emergency Medical Services District, as Lessee.**

I, the undersigned, the duly appointed, qualified and acting **Secretary** of the above captioned Lessee do hereby certify this date \_\_\_\_\_, as follows:

- (1) Lessee did, at a meeting of the governing body of the Lessee held on \_\_\_\_\_, by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the above referenced Schedule of Equipment No. 01 (the "Schedule") on its behalf by the following named representative of the Lessee, to witness:

\_\_\_\_\_  
**Authorized Signer:** Anthony Allen, Chairman

- (2) The above named representative of the Lessee held at the time of such authorization and holds at the present time the office set forth above.
- (3) The meeting of the governing body of the Lessee at which the Schedule was approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval and that the action approving the Schedule and authorizing the execution thereof has not been altered or rescinded.
- (4) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as such term is defined in the above referenced Master Equipment Lease Purchase Agreement) exists at the date hereof.
- (5) All insurance required in accordance with the above referenced Master Equipment Lease Purchase Agreement is currently maintained by the Lessee.
- (6) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rental Payments scheduled to come due during the Original Term and to meet its other obligations for the Original Term (as such terms are defined in the above referenced Master Equipment Lease Purchase Agreement) and such funds have not been expended for other purposes.
- (7) The fiscal year of Lessee is from \_\_\_\_\_ to \_\_\_\_\_.

The signatures below from the designated individuals from the Governing Body of the Lessee evidence the adoption by the Governing Body of this resolution.

**Key Largo Fire Rescue and Emergency Medical Services District**

**Attested By:** \_\_\_\_\_  
George Mirabella, Vice Chairman

**Certified By:** \_\_\_\_\_  
Kenny Edge, Secretary

## EXHIBIT C

### OPINION OF LESSEE'S COUNSEL

*(Must be re-Printed onto attorney's letterhead)*

(Date)

Community First National Bank  
215 S. Seth Child Road  
Manhattan, KS 66502

**Re: Lessee: Key Largo Fire Rescue and Emergency Medical Services District**

Ladies and Gentlemen:

As legal counsel to Key Largo Fire Rescue and Emergency Medical Services District (the "Lessee"), I have examined (a) an executed counterpart of a certain Master Equipment Lease Purchase Agreement, dated as of 6/25/2025, and Exhibits thereto by and between Community First National Bank (the "Lessor") and Lessee, Schedule of Equipment No. 01, dated 6/25/2025, and a certain Escrow Agreement dated as of 6/25/2025, (collectively, the "Agreement") by and between Lessor and Lessee, which, among other things, provides for the lease with option to purchase by the Lessee of certain property listed in the Schedule (the "Equipment"); (b) an executed counterpart of the ordinances or resolutions of Lessee which, among other things, authorizes Lessee to execute the Agreement and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

Based on the foregoing, I am of the following opinions:

- (1) Lessee's true and correct name is Key Largo Fire Rescue and Emergency Medical Services District.
- (2) Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power;
- (3) Lessee has the requisite power and authority to lease the Equipment with an option to purchase and to execute and deliver the Agreement and to perform its obligations under the Agreement;
- (4) The Agreement and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee and the Agreement and other documents either attached thereto or required therein are the valid and binding obligations of Lessee enforceable in accordance with their terms;
- (5) The authorization, approval and execution of the Agreement and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws; and
- (6) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the security interest of Lessor or its assigns, as the case may be, in the Equipment.
- (7) The signatures of the officers which appear on the Agreement are true and genuine; I know said officers and know them to hold the offices set forth below their names.
- (8) No further approval, consent or withholding of objection is required from any federal, state or local governmental authority with respect to the entering into or performance by the Lessee of the Lease and the transaction contemplated thereby.
- (9) The Equipment leased pursuant to the Agreement constitutes personal property and when subjected to use by Lessee will not be or become fixtures under applicable law.
- (10) The Lessee is a political subdivision within the meaning of Section 103 of the Internal Revenue Code of 1986 as amended and the related regulations and rulings.
- (11) The leasing of the Equipment pursuant to the Agreement is exempt from all sales and use taxes against either the Lessor or the Lessee during the term of the Lease pursuant to the Agreement and the Equipment will be exempt from all state and local personal property or other ad valorem taxes.

All capitalized terms herein shall have the same meanings as in the foregoing Agreement unless otherwise provided herein. Lessor, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Rental Payments are entitled to rely on this opinion.

Signature of Legal Counsel

## EXHIBIT D

### ACCEPTANCE CERTIFICATE

Community First National Bank  
215 S. Seth Child Road  
Manhattan, KS 66502

Ladies and Gentlemen,

**RE: Schedule of Equipment No. 01, dated 6/25/2025, to Master Equipment Lease Purchase Agreement, dated as of 6/25/2025, between Community First National Bank, as Lessor, and Key Largo Fire Rescue and Emergency Medical Services District, as Lessee.**

In accordance with the Master Equipment Lease Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

- (1) All of the Equipment (as such term is defined in the Agreement) listed in the above referenced Schedule of Equipment (the "Schedule") has been delivered, installed and accepted on the date hereof.
- (2) Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
- (3) Lessee is currently maintaining the insurance coverage required by **Section 6.05** of the Agreement.
- (4) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.
- (5) Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Agreement during the current Budget Year of Lessee, and such moneys will be applied in payment of all Rental Payments due and payable during such current Budget Year.
- (6) The governing body of Lessee has approved the authorization, execution and delivery of this Agreement on its behalf by the authorized representative of Lessee who signed the Agreement.

**LESSEE:**

Key Largo Fire Rescue and Emergency Medical Services  
District

\_\_\_\_\_  
Anthony Allen, Chairman

\_\_\_\_\_  
Date

*\*If delivery is not immediate, keep until final delivery.*

## **TITLE REGISTRATION & SECURITY INTEREST CERTIFICATION**

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**RE: Schedule of Equipment No. 01, dated 6/25/2025, to Master Equipment Lease Purchase Agreement, dated as of 6/25/2025, between Community First National Bank, as Lessor, and Key Largo Fire Rescue and Emergency Medical Services District, as Lessee.**

**Lease Number: KEYFL2025-06EU-AR**

One (1) New Rosenbauer Cobra Aerial Platform Truck

In accordance with the Agreement, the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. The Agreement requires the completion of the ownership transfer and perfection of the lienholder process. This process is completed through submission of the documents to the State for a title to be issued in the name of the Lessee.
2. The Lessee will in a timely fashion submit the appropriate paperwork to the State to have a title to the Equipment issued in their name as owner and Lessor listed as first lienholder. Such verification of perfected ownership and security interest will be provided to Lessor no later than 90 days from delivery of the Equipment.

**LESSEE:**

Key Largo Fire Rescue and Emergency Medical Services  
District

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Anthony Allen, Chairman

## BANK QUALIFIED CERTIFICATE

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**RE: Schedule of Equipment No. 01, dated 6/25/2025, to Master Equipment Lease Purchase Agreement, dated as of 6/25/2025, between Community First National Bank, as Lessor, and Key Largo Fire Rescue and Emergency Medical Services District, as Lessee.**

Whereas, Lessee hereby represents it is a "Bank Qualified" Issuer for the calendar year in which the above referenced Schedule is executed by making the following designations with respect to Section 265 of the Internal Revenue Code. (A "Bank Qualified Issuer" is an issuer that issues less than \$10,000,000 dollars of tax-exempt obligations during the calendar year).

Now, therefor, Lessee hereby designates the above referenced Schedule as follows:

1. **Designation as Qualified Tax-Exempt Obligation.** Pursuant to Section 265(b)(3)(B)(i) of the Internal Revenue Code of 1986 as amended (the "Code"), the Lessee hereby specifically designates the above referenced Schedule as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Lessee hereby represents that the Lessee will not designate more than \$10,000,000 of obligations issued by the Lessee in the calendar year during which the above referenced Schedule is executed and delivered as such "qualified tax-exempt obligations".
2. **Issuance Limitation.** In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Lessee hereby represents that the Lessee (including all subordinate entities of the Lessee within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the above referenced Schedule is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than \$10,000,000.

**LESSEE:**

Key Largo Fire Rescue and Emergency Medical Services  
District

---

Anthony Allen, Chairman

## INSURANCE COVERAGE REQUIREMENTS

### Lessee: Key Largo Fire Rescue and Emergency Medical Services District

Please mark one of the following:

( ) Pursuant to Section 6.05 of the Agreement, you have agreed to provide us evidence of insurance covering the property in the Agreement. A Certificate of Insurance naming all insured parties and coverage must be provided to us as soon as possible, but no later than the date on which delivery of equipment occurs.

( ) Pursuant to Section 6.05 of the Agreement, we are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letter form, together with a copy of the statute authorizing this form of insurance. Coverage must be provided to us as soon as possible, but no later than the date on which delivery of equipment occurs.

Equipment to be insured: **One (1) New Rosenbauer Cobra Aerial Platform Truck**

Policy should be issued and mailed to: Community First National Bank and/or Its Assigns  
215 S. Seth Child Road  
Manhattan, KS 66502

### INSURANCE REQUIREMENTS:

#### 1. LIABILITY

- ✓ \$1,000,000.00 Aggregate Bodily Injury
- ✓ \$1,000,000.00 Combined Single Limit per Occurrence
- ✓ Community First National Bank and/or Its Assigns MUST be listed as additional insured and loss payee.

#### 2. PHYSICAL DAMAGE

- ✓ All risk coverage to guarantee proceeds sufficient to cover the replacement cost of the equipment.
- ✓ Community First National Bank and/or Its Assigns MUST be listed as additional insured and loss payee.

#### 3. ENDORSEMENT

- ✓ Lessor will receive at least thirty (30) days written notice from Insurer prior to alteration, cancellation or reduction of insurance coverage.
- ✓ Deductibles should be listed on the Certificate of Coverage

**THE CERTIFICATE SHOULD BE  
EMAILED TO [seankeating@clpusa.net](mailto:seankeating@clpusa.net)  
OR FAXED TO: 888.777.7875**

Insurance Company Name:		
Agents Name:		
Address:		
City:	State:	Zip:
Phone:	Fax:	Email:

#### LESSEE:

Key Largo Fire Rescue and Emergency Medical Services  
District

\_\_\_\_\_  
Anthony Allen, Chairman

## INVOICE INSTRUCTIONS

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**RE: Schedule of Equipment No. 01, dated 6/25/2025, to Master Equipment Lease Purchase Agreement, dated as of 6/25/2025, between Community First National Bank, as Lessor, and Key Largo Fire Rescue and Emergency Medical Services District, as Lessee.**

**Lease Number: KEYFL2025-06EU-AR**

**Equipment Description: One (1) New Rosenbauer Cobra Aerial Platform Truck**

Please provide contact information for billing and invoicing purposes.

Person/Department: \_\_\_\_\_  
P.O. Box/Street: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_



## NOTICE OF ASSIGNMENT

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July 10, 2025

Key Largo Fire Rescue and Emergency Medical Services District  
PO Box 371023  
Key Largo, FL 33037

**RE: Schedule of Equipment No. 01, dated 6/25/2025, to Master Equipment Lease Purchase Agreement, dated as of 6/25/2025, between Community First National Bank, as Lessor, and Key Largo Fire Rescue and Emergency Medical Services District, as Lessee. Along with the Escrow Agreement entered into as of 6/25/2025.**

Please be advised that Community First National Bank has assigned all its right, title and interest in, to and under the above referenced Master Equipment Lease Purchase Agreement (the "Agreement"), the Equipment leased thereunder and the right to receive Rental Payments thereunder to the following assignee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Community First National Bank will be the servicing this lease and all Rental Payments and payment of the Purchase Option Price due under the Agreement will be made to:

**Community First National Bank  
215 S. Seth Child Road  
Manhattan, KS 66502**

Community First National Bank

\_\_\_\_\_  
Blake Kaus, VP

ACKNOWLEDGED AND ACCEPTED:

Key Largo Fire Rescue and Emergency Medical  
Services District

\_\_\_\_\_  
Anthony Allen, Chairman

\*Lessor may at a future date desire to assign this lease agreement. At this time, a specific Assignee is undetermined. At such time Lessor determines a need to assign this lease; Lessee will be provided with a completed copy of this page for their records and be made aware of any changes in where to send the rental payments going forward. This assignment option is outlined in Article IX of the Master Equipment Lease Purchase Agreement.

# ESCROW AGREEMENT

THIS ESCROW AGREEMENT, made and entered into as of 6/25/2025 by and among Community First National Bank, a national banking association ("Escrow Agent"), Community First National Bank, a corporation duly organized and existing under the Laws of the State of Kansas ("Lessor"), and Key Largo Fire Rescue and Emergency Medical Services District ("Lessee") a political subdivision under the laws of the State of Florida ("State"), duly organized and existing under the Constitution and laws of the State.

## WITNESSETH

WHEREAS, Lessee and Lessor have entered into a Schedule of Equipment No. 01, dated 6/25/2025 to Master Equipment Lease Purchase Agreement dated as of 6/25/2025 ("Agreement"), a duplicate original of which has been furnished to each of the parties, whereby Lessor has agreed to acquire certain equipment described therein ("Equipment"), and to sell the Equipment to the Lessee, and Lessee has agreed to purchase the Equipment from Lessor, in the manner and on the terms set forth in the Agreement; and

WHEREAS, the Equipment has or will be ordered from the Vendor, and there is expected to be a delay in delivery of the Equipment to Lessee; and

WHEREAS, in order to secure the obligations of Lessor under the Agreement, Lessee has requested Lessor to set aside in escrow with the Escrow Agent, pursuant to the terms hereof, the anticipated purchase price of the Equipment; and

WHEREAS, Lessee, as agent for Lessor, will cause the Equipment to be acquired from Vendor in accordance with the purchase orders or contracts therefore, and neither Lessor nor the Escrow Agent shall be obligated to assume or perform any obligation of the Lessee or Vendor with respect thereto or under the Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

## ARTICLE I. APPOINTMENT OF ESCROW AGENT: DEFINITIONS

**Section 1.01. Appointment of Escrow Agent.** Lessor and Lessee hereby appoint and employ Escrow Agent, to receive, hold, invest and disburse the moneys to be paid to it pursuant to this Escrow Agreement and the Agreement, and to perform certain other functions, all as hereinafter provided. By executing and delivering this Escrow Agreement, Escrow Agent accepts the duties and obligations of Escrow Agent provided herein, but only upon the terms and conditions set forth.

**Section 1.02. Definitions.** The terms defined in this Section shall, for all purposes of this Escrow Agreement have the meanings specified below. Any capitalized term not defined below shall have the meaning ascribed in the Agreement.

"Agreement" means the Schedule of Equipment No. 01, dated 6/25/2025 to Master Equipment Lease Purchase Agreement dated 6/25/2025, by and between Lessee and Lessor and any duly authorized and executed amendment thereto, the terms of which are incorporated herein by reference.

"Acquisition Costs" means, with respect to the Equipment, the contract price paid or to be paid to Vendor therefore upon acquisition or delivery of any portion of the Equipment in accordance with the purchase order or contract therefore. Acquisition Costs include the administrative, engineering, legal, financial and other costs incurred by the Lessee in connection with the acquisition, delivery and financing by Lessor of the Equipment.

"Acceptance Certificate" means an acceptance certificate in the form attached to the Agreement.

"Acquisition Fund" means the fund by that name established and held by the Escrow Agent pursuant to Article II of this Escrow Agreement.

"Closing Date" means the day when Lessor deposits with the Escrow Agent the moneys required to be deposited pursuant to Article II.

"Equipment" means the personal property described in the Agreement, together with any and all modifications, additions and alterations thereto, to be acquired from the moneys held in the Acquisition Fund.

"Escrow Agent" means Community First National Bank or any successor thereto acting as Escrow Agent pursuant to this Escrow Agreement.

"Escrow Agreement" means this Escrow Agreement and any duly authorized and executed amendment thereto.

"Independent Counsel" means an attorney duly admitted to the practice of law before the highest court of the State in which he maintains an office and who is not an employee of Lessor, the Escrow Agent or the Lessee.

"Lessee Representative" means the representative of Lessee or a person authorized by the Lessee to act on its behalf under or with respect to this Agreement.

"Lessor Representative" means the President, any Vice President or Assistant Vice President of Lessor, or any person authorized to act on behalf of Lessor under or with respect to this Agreement, as evidenced by a certificate conferring such authorization executed by the President, any Vice President or Assistant Vice President of Lessor, given to the Lessee or the Lessee Representative.

"Payment Date" means the date upon which any Rental Payment under the Agreement is due and payable, as set forth in the Payment Schedule.

"Payment Request Form" means the document substantially in the form attached hereto as Exhibit A to be executed by Lessee and Lessor and submitted to Escrow Agent to authorize payment of Acquisition Costs.

"Qualified Investments" means (i) direct general obligations of the United States of America; (ii) obligations guaranteed by the United States; (iii) general obligations of the agencies and instrumentalities of the United States; (iv) certificates of deposit, time deposits or demand deposits with a bank or savings institution qualified as a depository of public funds in the State of Kansas, provided that such certificates of deposit, time deposits or demand deposits, if not insured by the Federal Deposit Insurance Corporation of the Federal Savings and Loan Insurance Corporation, are fully secured by obligations described in Clauses (i), (ii) or (iii); (v) money market funds, the assets of which are obligations of or guaranteed by the United States of America and which funds are rated "Aaa" by Moody's Investors Service or "Am" or "Am-G" by Standard & Poor's Corporation.

"Rental Payments" means the basic payments payable by Lessee to Lessor pursuant to the provisions of the Agreement during the term thereof which are payable in conjunction of the right of Lessee to use the Equipment during the then current portion of the term of the Agreement.

"Term of the Agreement" means the time during which the Agreement is in effect, as provided in Article III of the Agreement.

"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased will purchase or has ordered the Equipment or with whom Lessor has contracted for the acquisition of the Equipment.

**Section 1.03. Authorization.** Each of the parties hereby represents and warrants that it has full legal authority and is duly empowered to enter into this Agreement, and has taken all actions necessary to authorize the execution of this Agreement by the officers and person signing it.

## ARTICLE II. ACQUISITION FUND

**Section 2.01. Acquisition Fund.** Escrow Agent shall establish a special fund designated as the "Acquisition Fund"; shall keep such Acquisition Fund separate and apart from all other funds and moneys held by it; and shall administer such funds as expressly provided hereunder.

**Section 2.02. Deposit of Moneys by Lessor.** At the Closing Date, Lessor shall deposit with the Escrow Agent the amount of \$1,985,795.55. Escrow Agent shall credit said amount to the Acquisition Fund established and to be held, applied and disbursed as herein provided.

**Section 2.03. Purpose: Payment of Acquisition Costs.** The Acquisition Fund shall be expended for the Acquisition Costs of the Equipment. Escrow Agent shall pay from the Acquisition Fund the Acquisition Costs of the Equipment, upon receipt from Lessee and Lessor the following items:

- (a) in the case of payment of any Acquisition Costs to Vendor pursuant to a contract or purchase order, (1) a duly executed Payment Request Form, with a true copy of the Vendor's statement attached, (2) where applicable, a duplicate original of any change order approved by Lessee and Lessor increasing Acquisition Costs in an amount in excess of the original purchase order or contract price, (3) receipts from the Vendor showing proper application of prior requisitions, (4) bills of sale for any component of the Equipment for which a bill of sale may be delivered, and (5) an Acceptance Certificate with respect to the Equipment for which disbursement is requested;
- (b) in the case of any Acquisition Costs previously paid by Lessee for which it is seeking reimbursement, (1) a duly executed Payment Request Form, (2) a true copy of Vendor's statement for such Acquisition Costs, (3) evidence of payment, and (4) evidence of Lessee's declaration of official intent for reimbursement, which declaration shall have been made no later than 60 days after the Lessee paid the Acquisition Costs; or
- (c) in the case of payment of any other Acquisition Costs, a duly executed Payment Request Form.

**Section 2.04. Escrow Agent's Compensation.** As compensation for the services to be rendered hereunder, Lessee agrees to pay the Escrow Agent \$175.00 ("Escrow Agent's Compensation"). The Escrow Agent's Compensation shall be payable from interest earnings on the escrow account and will be paid upon disbursement of proceeds to the vendor and closing of the escrow account. If the interest earnings on the escrow account are not sufficient to pay the Escrow Agent's Compensation, Escrow Agent shall provide Lessee with an invoice for the shortfall and Lessee shall pay such amount to Escrow Agent upon demand. If funds remain in the Acquisition Fund, excluding Acquisition Costs and Escrow Agent's Compensation, after the full delivery and acceptance of the Equipment, then Lessee and Lessor agree such excess funds shall be retained by Escrow Agent as partial compensation for the performance of its obligations hereunder.

**Section 2.05. Transfers Upon Completion.** Upon the first to occur of (a) payment of all Acquisition Costs with respect to the Equipment; or (b) the one year anniversary of the Closing Date, Escrow Agent shall apply all remaining moneys in the Acquisition Fund to the next Rental Payment(s) due under the Agreement by paying such moneys directly to the Lessor or its assignees.

**Section 2.06. Termination.** If this Escrow Agreement is terminated by Lessor as authorized under Article VII and the Agreement, all moneys in the Acquisition Fund shall be paid to Lessor or assignees for application against moneys due to Lessor under the Agreement. In the event that Lessor provides to the Escrow Agent written notice of the occurrence of an Event of Default under the Agreement or the termination of the Agreement for any reason other than Lessee's payment of the applicable Purchase Option Price, Escrow Agent shall immediately remit any and all funds in the Acquisition Fund to Lessor.

### **ARTICLE III. MONEYS IN FUNDS: INVESTMENTS; TERMINATION**

**Section 3.01. Held in Trust.** The moneys and investments held by the Escrow Agent under this Escrow Agreement are irrevocably held in trust for the benefit of the Lessee and for the purposes herein specified. Such moneys, and any income or interest earned thereon, shall be expended only as provided in this Escrow Agreement, and shall not, to the extent permitted by applicable law, as otherwise expressly provided herein, be subject to levy or attachment or lien by or for the benefit of any creditor of either Lessor or Lessee.

**Section 3.02. Investments Authorized.** Moneys held by the Escrow Agent hereunder may be invested, and upon written order of the Lessee Representative shall, be invested by the Escrow Agent in Qualified Investments. Such investments shall be registered in the name of the Escrow Agent and held by Escrow Agent which may act as a purchaser or agent in making or disposing thereof. Such investments and reinvestments shall be made giving full consideration for the time when funds will be required to be available for acquisition.

**Section 3.03. Accounting.** The Escrow Agent shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with this Escrow Agreement.

**Section 3.04. Valuation and Disposition of Investments.** For the purpose of determining the amount in the Acquisition Fund, all Qualified Investments credited to such fund shall be valued at cost (exclusive of accrued interest after the first interest payments following purchase). Escrow Agent may sell at the best price obtainable, or present for redemption, any Qualified Investment so purchased by Escrow Agent, whenever it shall be necessary in order to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the Acquisition Fund to which such Qualified Investment is credited and Escrow Agent shall not be liable or responsible for any loss resulting from such investment.

**Section 3.05. Deposit of Moneys in Acquisition Fund.** All moneys held by the Escrow Agent in the Acquisition Fund established pursuant to this Agreement, except such moneys which are at the time invested as herein provided, shall be deposited in demand or time deposits (which may be represented by time certificates of deposit) in any bank or trust company authorized to accept deposits of public funds (including the banking department of the Escrow Agent), and, as and to the extent required by law, shall be secured at all times by obligations which are eligible by law to secure deposits of public moneys. Such obligations shall be deposited with such bank or banks as may be selected by Escrow Agent, and held by or for the account of the Escrow Agent as security for such deposits.

**Section 3.06. Termination.** Unless earlier terminated pursuant to Article VII, this Escrow Agreement shall terminate upon the final distribution of all moneys in the Acquisition Fund.

### **ARTICLE IV. THE ESCROW AGENT**

**Section 4.01. Removal of Escrow Agent.** The Lessee and Lessor, by written agreement between themselves, may by written request, at any time and for any reason, remove the Escrow Agent and any successor thereto, and shall thereupon appoint a successor or successors thereto, but any such successor shall have capital (exclusive of borrowed capital) and surplus of at least Ten Million Dollars (\$10,000,000), and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, pursuant to statute or to the requirements of any federal or state supervising or examining authority, to, then for the purposes of this Section the combined capital and surplus of such bank or trust company may be conclusively established for the purposes hereby in its most recent report of condition so published.

**Section 4.02. Resignation of Escrow Agent.** The Escrow Agent or any successor may at any time resign by giving written notice to the Lessee and Lessor of its intention to resign and of the proposed date of resignation, which shall be a date not less than 60 days after such notice, unless an earlier resignation date and the appointment of a successor Escrow Agent shall have been or are approved by Lessee and Lessor. Upon receiving such notice of resignation, the Lessee and Lessor shall promptly appoint a successor Escrow Agent by an instrument in writing; provided however, that in the event the Lessee and Lessor fail to appoint a successor Escrow Agent within 30 days following receipt of such written notice of resignation, Lessor may appoint a successor Escrow Agent, and in the event that Lessor fail to appoint a successor Escrow Agent within 30 days following the expiration of such initial 30-day period, the resigning Escrow Agent may petition the appropriate court having jurisdiction to appoint a successor Escrow Agent. Any resignation or removal of the Escrow Agent shall become effective only upon acceptance of appointment by the successor Escrow Agent.

**Section 4.03. Appointment of Agent.** The Escrow Agent may appoint an agent acceptable to the Lessee and Lessor to exercise any of the powers, rights or remedies granted to the Escrow Agent under this Escrow Agreement, and to hold title to property or to take any other action which may be desirable or necessary.

**Section 4.04. Merger or Consolidation.** Any company into which the Escrow Agent may be merged or converted, or with which it may be consolidated, or any company resulting from any merger, conversion or consolidation to which it shall be a party, or any company to which the Escrow Agent may sell or transfer all or substantially all of its corporate trust business (provided that such company shall be eligible under Section 4.02) shall be the successor to the Escrow Agent without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

**Section 4.05. Protection and Rights of the Escrow Agent.** The Escrow Agent shall be protected and shall incur no liability in acting or proceeding in good faith upon any resolution, notice, telegram, request, consent, waiver, certificate, statement, affidavit, voucher, bond, requisition or other paper or document which it shall in good faith believe to be genuine and to have been passed or signed by the proper board or person or to have been prepared and furnished pursuant to any of the provisions of this Escrow Agreement, and the Escrow Agent shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements. The Escrow Agent may consult with Independent Counsel who may be counsel to Lessor or Lessee, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith in accordance therewith.

Whenever in the administration of its duties under this Escrow Agreement, the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matters (unless other evidence in respect thereof be herein specifically prescribed), shall be deemed to be conclusively proved and established by the certificate of the Lessee Representative or the Lessor Representative and such certificate shall be full warranty to the Escrow Agent for any action taken or suffered under the provisions of this Escrow Agreement upon the faith thereof, but in its discretion the Escrow Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

The recitals, statements and representations by Lessee and Lessor contained in this Agreement shall be taken and construed as made by and on the part of the Lessee and Lessor, as the case may be, and not by the Escrow Agent, and the Escrow Agent does not assume, and shall not have, any responsibility or obligation for the correctness of any thereof.

The Escrow Agent may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, or receivers, and shall be entitled to advice of counsel concerning all matters of trust and its duty hereunder, and the Escrow Agent shall not be answerable for the default or misconduct of any such attorney, agent, or receiver selected by it with reasonable care. The Escrow Agent shall not be answerable for the exercise of any discretion or power under this Escrow Agreement or for anything whatsoever in connection with the funds and accounts established hereunder, except only for its own willful misconduct or gross negligence.

## **ARTICLE V. ASSIGNMENTS; AMENDMENTS**

**Section 5.01. Assignment.** Except as expressly herein provided to the contrary; the rights and duties of each of the parties under this Escrow Agreement shall not be assignable to any person or entity without the written consent of all of the other parties. Notwithstanding the above, Lessor may freely assign all or any part of its interest in this Agreement and the Acquisition Fund established hereunder in connection with an assignment by Lessor of the Agreement, subject to the provisions contained therein.

**Section 5.02. Amendments.** This Escrow Agreement may be amended in writing by agreement among all of the parties.

## **ARTICLE VI. FURTHER ASSURANCES**

**Section 6.01. Further Assurances.** Lessor and Lessee will make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Escrow Agreement, and for better assuring and confirming the rights and benefits provided herein.

## **ARTICLE VII. DEFAULT OR NON-APPROPRIATION**

### **Section 7.01. Default.**

- (a) Lessor shall have the right to terminate this Escrow Agreement upon an Event of Default under the Agreement, or termination of the Agreement pursuant to Section 4.05 thereof, which right shall not be exercised less than 15 days after Lessor shall have given Lessee written notice of such default or termination for non-appropriation. Upon receipt of notice of termination from Lessor, Escrow Agent shall pay to Lessor, or its assignee, all moneys in the Acquisition Fund in accordance with Section 2.06.
- (b) In the event of the failure by any party hereto to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Escrow Agreement, any non-defaulting party hereto shall have all of the rights and remedies now or hereafter existing at law or in equity against the defaulting party.
- (c) No delay or omission to exercise any such right or power accruing upon any default shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

## **ARTICLE VIII. LIMITATION OF LIABILITY**

**Section 8.01. Limited Liability of Escrow Agent.** Escrow Agent shall have no obligation or liability to any of the other parties under this Escrow Agreement for the failure or refusal of any other party to perform any covenant or agreement made by any of it hereunder or under the Agreement, but shall be responsible solely for the business-like performance of the duties expressly imposed upon Escrow Agent hereunder. The recitals of facts, covenants and agreements herein contained pertaining to Lessee and Lessor shall be taken as statement, covenants and agreements of the Lessee or Lessor (as the case may be), and Escrow Agent assumes no responsibility for the correctness of the same, or makes any representation as to the validity or sufficiency of this Escrow Agreement, or shall incur any responsibility in respect thereof, other than in connection with the duties or obligations herein imposed upon it. Escrow Agent shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

**Section 8.02. Indemnification.** To the extent permitted by applicable law, Lessee agrees to indemnify and save Escrow Agent harmless from and against all claims, suits and actions brought against it, or to which it is made a party, and from all losses and damages, including without limitation reasonable, attorney fees and court costs suffered by it as a result thereof, where such claim, suit or action arises in connection with this Escrow Agreement, the transactions described herein and in the Agreement or the Escrow Agent's employment as an Escrow Agent by Lessee and Lessor. Notwithstanding the foregoing, such indemnification shall not extend to claims, suits and actions brought against the Escrow Agent for failure to perform and carry out the duties specifically imposed upon and to be performed by it pursuant to this Escrow Agreement and claims, suits or actions arising from events solely and directly attributable to acts of Lessor. In the event the Lessee is required to indemnify Escrow Agent as herein provided, Lessee shall be subrogated to the rights of the Escrow Agent to recover such losses or damages from any other person or entity.

**Section 8.03. Discretion of Escrow Agent to File Civil Action in the Event of Dispute.** If Lessor or Lessee are in disagreement about the interpretation of this Escrow Agreement, or about the rights and obligations, or the propriety of any action contemplated by Escrow Agent hereunder, Escrow Agent may, but shall not be required to, file an appropriate civil action to resolve the disagreement. Escrow Agent shall be indemnified by Lessee in accordance with Section 8.02 for all costs in connection with such civil action, and shall be fully protected in suspending all or part of its activities under this Escrow Agreement until a final judgment in such action is received.

**Section 8.04. Opinion of Counsel.** Before being required to take any action, the Escrow Agent may require (i) an opinion of Independent Counsel acceptable to the Escrow Agent, which counsel may be counsel to any of the parties hereto, and which opinion shall be made available to the other parties hereto, or (ii) a verified certificate of any party hereto, or (iii) both (i) and (ii), concerning the proposed action. Escrow Agent shall be absolutely protected in relying thereon if it does so in good faith.

**Section 8.05. Limitation of Rights to Parties.** Nothing in this Escrow Agreement, expressed or implied, is intended or shall be construed to give any person other than the Lessee, Lessor or the Escrow Agent any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenant, condition or provision hereof; and all such covenants, conditions and provisions are and shall be for the sole and exclusive benefit of the Lessee, Lessor and Escrow Agent.

## ARTICLE IX. MISCELLANEOUS

Section 9.01. Records. The Escrow Agent shall keep complete and accurate records of all moneys received and disbursed under this Escrow Agreement, which shall be available for inspection by the Lessee, Lessor, or the agent of either of them, at any time during regular business hours.

Section 9.02. Notices. All written notice to be given under this Escrow Agreement shall be given by mail to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other parties in writing from time to time. Any such notice shall be deemed to have been received 72 hours after deposit in the United States mail in registered or certified form, with postage fully prepaid.

Section 9.03. Governing Laws. This Escrow Agreement shall be construed and governed in accordance with the laws of the State of Kansas.

Section 9.04. Partial Invalidity. Any provision of this Escrow Agreement found to be prohibited by laws shall be ineffective only to the extent of such prohibition, and shall not invalidate the remainder of this Escrow Agreement.

Section 9.05. Binding Effect; Successors. This Escrow Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Whenever in this Escrow Agreement any party hereto is named or referred to, such references shall be deemed to include permitted successors or assigns thereof, and all covenants and agreements contained in this Escrow Agreement by or on behalf of any party hereto shall bind and inure to the benefit of permitted successors and assigns thereof whether or not so expressed.

Section 9.06. Execution in Counterparts. This Escrow Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

Section 9.07. Headings. The headings or titles of the several Articles and Sections hereof, and any tables of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Escrow Agreement. All references herein to "Articles", "Sections", and other subdivisions are to the corresponding Articles, Sections, or subdivisions of this Escrow Agreement; and the words "herein", "hereof", "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision hereof.

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

### ESCROW AGENT:

Community First National Bank  
215 S. Seth Child Road  
Manhattan, KS 66502

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Blake Kaus, VP

### LESSOR:

Community First National Bank  
215 S. Seth Child Road  
Manhattan, KS 66502

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Blake Kaus, VP

### LESSEE:

Key Largo Fire Rescue and Emergency Medical Services  
District  
PO Box 371023  
Key Largo, FL 33037

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Anthony Allen, Chairman

**EXHIBIT A  
PAYMENT REQUEST FORM**

Community First National Bank, Escrow Agent under an Escrow Agreement dated as of 6/25/2025, by and among the said Escrow Agent, Community First National Bank (Lessor), and the Key Largo Fire Rescue and Emergency Medical Services District, (Lessee) is hereby requested to pay, from the Equipment Acquisition Fund held under said Escrow Agreement, to the persons, firms or corporation designated below as payee, the amount set forth opposite each such person's firm's or corporation's name, in payment of the Acquisition Costs (as defined in said Escrow Agreement) of the Equipment described on the attached page(s) designated opposite such Payee's name and account.

<u>Payee</u>	<u>Equipment</u>	<u>Amount</u>

**VOID**

**TO BE UTILIZED AS A SIGNATURE CARD ONLY**

By executing this Payment Request Form the Lessee hereby represents that the Payee or Payees listed above who are requesting payment have delivered the Equipment or a portion of the Equipment or performed the services to the satisfaction of the Lessee and that the amounts requested above by the Payee or Payees are proportionate with the value of the Equipment delivered or services rendered by the Payee or Payees.

**Partial Disbursement.** The undersigned certifies that the following documents are attached to this Payment Request Form when there is a request for a partial release of funds from the Escrow Account to pay for a portion of the Equipment: (1) Invoice from the Vendor, (2) copy of the agreement between Lessee and Vendor (if requested by the Lessor or Escrow Agent), (3) front and back copy of the original MSO/Title (if payment from Escrow Account is for a chassis) listing Community First National Bank and/or its assigns as the first lien holder. By executing this Payment Request Form and attaching the documents as required above, the Lessee shall be deemed to have accepted this portion of the Equipment for all purposes under the Lease, including, without limitation, the obligation of Lessee to make the Rental Payments with respect thereto in a proportionate amount of the total Rental Payment. By executing this Payment Request Form Lessee agrees that Lessee is the title owner to this portion of the Equipment and that in the event that any third party makes a claim to such title that Lessee will take all measures necessary to secure title including, without limitation, the appropriation of additional funds to secure title to this portion of the Equipment and keep the Lease in full force and effect.

**Final Disbursement.** The undersigned certifies that the following documents are attached to this Payment Request Form when there is a final release of funds from the Escrow Account: (1) Final Vendor Invoice, (2) Signed Acceptance Certificate, (3) Insurance Certificate, (4) front and back copy of the original MSO/Title listing Community First National Bank and/or its assigns as first lien holder (if not already received). By executing this Payment Request Form and attaching the documents as required above, the Lessee shall be deemed to have accepted the Equipment for all purposes under the Lease, including, without limitation, the obligation of Lessee to make the Rental Payments with respect thereto. By executing this Payment Request Form Lessee certifies that Lessee is the title owner to the Equipment and that in the event that any third party makes a claim to such title that Lessee will take all measures necessary to secure title including, without limitation, the appropriation of additional funds to secure title to the Equipment and keep the Lease in full force and effect.

**LESSEE:**

Key Largo Fire Rescue and Emergency Medical Services District

\_\_\_\_\_  
Anthony Allen, Chairman

\_\_\_\_\_  
Signature

*Signature of additional authorized individual (optional)*

\_\_\_\_\_  
Name and Title

# **TAX COMPLIANCE AGREEMENT AND NO ARBITRAGE CERTIFICATE**

This Tax Compliance Agreement and No Arbitrage Certificate is issued in connection with that certain Schedule of Equipment No. 01, dated 6/25/2025 to Master Equipment Lease Purchase Agreement dated as of 6/25/2025 by and between Community First National Bank, ("Lessor") and Key Largo Fire Rescue and Emergency Medical Services District ("Lessee").

## **1. In General.**

1.1. This Certificate is executed for the purpose of establishing the reasonable expectations of Lessee as to future events regarding the financing of certain equipment by Lessee as described in the Schedule of Equipment No. 01, dated 6/25/2025 to Master Equipment Lease Purchase Agreement dated as of 6/25/2025 (the "Lease") between Lessor and Lessee and all related documents executed pursuant thereto and contemporaneously herewith with respect to the financing of the acquisition of One (1) New Rosenbauer Cobra Aerial Platform Truck of equipment (the "Equipment") by Lessor for Lessee (the Lease and such other documents are hereinafter collectively referred to as the "Financing Documents").

1.2. The individual executing this Certificate on behalf of Lessee is an officer of Lessee delegated with the responsibility of reviewing and executing the Financing Documents.

1.3. To the best of the undersigned's knowledge, information and belief, the expectations contained in this Certificate are reasonable.

1.4. Lessee has not been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer whose certifications as to arbitrage may not be relied upon.

1.5. The rental payments due under the Financing Documents will be made with monies retained in Lessee's general operating fund (or an account or sub account therein). No sinking, debt service, reserve or similar fund or account will be maintained for the payment of the rental payments due under the Financing Documents or pledged as security therefor.

1.6. If any other governmental obligations were or are being issued by or on behalf of Lessee within fifteen (15) days of the date of issuance of the Financing Documents, such obligations either (i) were not or are not being issued or sold pursuant to a common plan of financing with, or (ii) will not be paid out of substantially the same source of funds as, the financing pursuant to the Financing Documents.

## **2. Purpose of the Financing Documents.**

2.1. The Financing Documents are being entered into for the purpose of providing funds for financing the cost of acquiring, equipping and installing the Equipment which is essential to the governmental functions of Lessee, which Equipment is described in the Equipment Description executed and delivered by Lessee pursuant to the Financing Documents. The principal amount represented by the Financing Documents, or \$1,985,795.55 will be deposited in escrow by Lessor at closing and held by Community First National Bank, as Escrow Agent (the "Escrow Agent") pending acquisition of the Equipment under the terms of that certain Escrow Agreement dated as of 6/25/2025 (the "Escrow Agreement"), by and among Lessor, Lessee and Escrow Agent.

2.2. No portion of the principal amount represented by the Financing Documents will be used as a substitute for other funds which were otherwise to be used as a source of financing for the Equipment, or will be used, directly or indirectly, to replace funds used by Lessee to acquire investments which produce a yield materially higher than the yield to Lessor under the Financing Documents.

2.3. Lessee does not expect to sell or otherwise dispose of the Equipment, in whole or in part, at a date which is earlier than the final rental payment due under the Financing Documents.

## **3. Source and Disbursement of Funds.**

3.1. The principal amount represented by the Financing Documents does not exceed the amount necessary for the governmental purpose for which the Financing Documents were entered into. Such funds are expected to be needed and fully expended for payment of the costs of acquiring, equipping and installing the items of Equipment.

3.2. It is contemplated that the entire amount deposited in escrow will be used to pay the acquisition cost of Equipment to the vendors or manufacturers thereof, provided that a portion of the principal amount may be paid to Lessee within such period as reimbursement for Acquisition Costs already made by it so long as the conditions set forth in Section 3.3 below are satisfied.

3.3. Lessee shall not request that it be reimbursed for Equipment acquisition cost payments already made by it unless the following conditions have been satisfied:

- (a) Lessee made a declaration of its reasonable intention to reimburse the acquisition cost payment sought to be reimbursed with the proceeds of a borrowing not later than sixty (60) days after the date on which it made the payment, which declaration satisfies the "Official Intent Requirement" set forth in Treas. Reg. Sec. 1.150-2;
- (b) The reimbursement being requested will be made by written allocation before the later of eighteen (18) months after the acquisition cost payment was made or eighteen (18) months after the items of Equipment to which such payment relates were placed in service;
- (c) The entire payment with respect to which reimbursement is being sought is a capital expenditure, being a cost of type properly chargeable to a capital account under general federal income tax principles; and
- (d) Lessee will use any reimbursement payment for general operating expenses and not in a manner which could be construed as an artifice or device under Treas. Reg. Sec. 1.148-10 by, virtue of, among other things, use to refund, or to create or increase a sinking, reserve or replacement fund with respect to, any other obligations issued by it.

## **4. Temporary Period.**

4.1. Lessee expects, within six months from the date of issuance of the Financing Documents, (a) to have had disbursed from escrow an amount in excess of the lesser 2 1/2% of the amount deposited by Lessor in escrow or \$100,000, or (b) to enter into binding obligations with third parties obligating Lessee to spend such amount.

4.2. The ordering and acceptance of the items of Equipment will proceed with due diligence to the date of final acceptance of the Equipment.

4.3. The items of Equipment being acquired by Lessee will be delivered at various times. At least 15% of the sum of the amount deposited in escrow and the reasonably anticipated interest earnings thereon will be used to pay the acquisition price of items of Equipment within six months from the date of issuance of the Financing Documents; at least 60% of the sum of the amount deposited in escrow and the reasonably anticipated interest earnings thereon will be used to pay the acquisition cost of items of Equipment within 12 months from the date of issuance of the Financing Documents; and 100% of the amount deposited in escrow and interest earnings thereon will be used to pay the acquisition cost of items of Equipment prior to 18 months from the date of issuance of the Financing Documents.

4.4. The total acquisition cost of the Equipment is not required to be paid to the vendors or manufacturers thereof until the Equipment has been accepted by Lessee.

## **5. Escrow Account.**

5.1. The Financing Documents provide that the monies deposited in escrow shall be invested until payments to the vendor(s) or manufacturer(s) of the Equipment are due. Lessee will ensure that such investment will not result in Lessee's obligations under the Financing Documents being treated as an "arbitrage bond" or a "federally guaranteed bond" within the meaning of Section 148(a) or Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code"), respectively. Any monies which are earned from the investment of these funds shall be labeled as interest earned. All such monies will be disbursed on or promptly after the date that Lessee accepts the equipment.

**6. Exempt Use.**

6.1. No part of the proceeds of the Financing Documents or the Equipment will be used in any "private business use" within the meaning of Section 141(b)(6) of the Internal Revenue Code of 1986, as amended.

6.2. No part of the proceeds of the Financing Documents will be used, directly or indirectly, to make or finance any loans to non-governmental entities or to any governmental agencies other than Lessee.

**7. No Federal Guarantee.**

7.1. Payment of the principal or interest due under the Financing Documents is not directly or indirectly guaranteed, in whole or in part, by the United States or an agency or instrumentality thereof.

7.2. No portion of the proceeds under the Financing Documents shall be (i) used in making loans, the payment of principal or interest of which are to be guaranteed, in whole or in part, by the United States or any agency or instrumentality thereof, or (ii) invested, directly or indirectly, in federally insured deposits or accounts if such investment would cause the financing under the Financing Documents to be federally guaranteed within the meaning of Section 149(b) of the Code.

**8. Miscellaneous.**

8.1. Lessee agrees to comply with the rebate requirement set forth in Section 148(f) of the Code in the event that for any reason it is applicable to the financing pursuant to Financing Documents.

8.2. Lessee shall keep a complete and accurate record of all owners or assignees of the Financing Documents in form and substance satisfactory to comply with Section 149(a) of the Code unless Lessor or its assignee agrees to act as Lessee's agent for such purpose.

8.3. Lessee shall maintain complete and accurate records establishing the expenditure of the proceeds of the Financing Documents and interest earnings thereon for a period of five years after payment in full under the Financing Documents.

IN WITNESS WHEREOF, this Tax Compliance Agreement and No Arbitrage Certificate has been executed on behalf of Lessee as of the date set forth below.

**LESSEE:**

Key Largo Fire Rescue and Emergency Medical Services  
District

\_\_\_\_\_  
Anthony Allen, Chairman

\_\_\_\_\_  
Date



Form **8038-G****Information Return for Tax-Exempt Governmental Bonds**

(Rev. October 2021)

► Under Internal Revenue Code section 149(e)

► See separate instructions.

OMB No. 1545-0047

Department of the Treasury  
Internal Revenue Service**Caution:** If the issue price is under \$100,000, use Form 8038-GC.  
► Go to [www.irs.gov/F8038G](http://www.irs.gov/F8038G) for instructions and the latest information.**Part I Reporting Authority**Check box if **Amended Return** ☐

<b>1</b> Issuer's name Key Largo Fire Rescue and Emergency Medical Services District		<b>2</b> Issuer's employer identification number (EIN) 20-3780310
<b>3a</b> Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		<b>3b</b> Telephone number of other person shown on 3a
<b>4</b> Number and street (or P.O. box if mail is not delivered to street address) PO Box 371023	<b>Room/suite</b>	<b>5</b> Report number (For IRS Use Only) 3
<b>6</b> City, town, or post office, state, and ZIP code Key Largo, FL 33037		<b>7</b> Date of issue 06/25/2025
<b>8</b> Name of issue Master Equipment Lease Purchase Agreement		<b>9</b> CUSIP number
<b>10a</b> Name and title of officer or other employee of the issuer whom the IRS may call for more information		<b>10b</b> Telephone number of officer or other employee shown on 10a

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

<b>11</b> Education	<b>11</b>
<b>12</b> Health and hospital	<b>12</b>
<b>13</b> Transportation	<b>13</b>
<b>14</b> Public safety	<b>14</b> \$ 1,985,795.55
<b>15</b> Environment (including sewage bonds)	<b>15</b>
<b>16</b> Housing	<b>16</b>
<b>17</b> Utilities	<b>17</b>
<b>18</b> Other. Describe ►	<b>18</b>
<b>19a</b> If bonds are TANs or RANs, check only box 19a <input type="checkbox"/>	
<b>b</b> If bonds are BANs, check only box 19b <input type="checkbox"/>	
<b>20</b> If bonds are in the form of a lease or installment sale, check box <input type="checkbox"/>	

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

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
<b>21</b>	06/25/2035	\$ 1,985,795.55	\$ N/A	10 years	5.051 %

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

<b>22</b> Proceeds used for accrued interest	<b>22</b>
<b>23</b> Issue price of entire issue (enter amount from line 21, column (b))	<b>23</b>
<b>24</b> Proceeds used for bond issuance costs (including underwriters' discount)	<b>24</b>
<b>25</b> Proceeds used for credit enhancement	<b>25</b>
<b>26</b> Proceeds allocated to reasonably required reserve or replacement fund	<b>26</b>
<b>27</b> Proceeds used to refund prior tax-exempt bonds. Complete Part V	<b>27</b>
<b>28</b> Proceeds used to refund prior taxable bonds. Complete Part V	<b>28</b>
<b>29</b> Total (add lines 24 through 28)	<b>29</b>
<b>30</b> Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	<b>30</b>

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

<b>31</b> Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	years
<b>32</b> Enter the remaining weighted average maturity of the taxable bonds to be refunded	years
<b>33</b> Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	
<b>34</b> Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 10-2021)

**Part VI Miscellaneous**

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

**Signature and Consent**

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative \_\_\_\_\_

Date \_\_\_\_\_

Anthony Allen, Chairman

Type or print name and title

**Paid Preparer Use Only**

Print/Type preparer's name \_\_\_\_\_

Preparer's signature \_\_\_\_\_

Date \_\_\_\_\_

Check ☐ if self-employed

PTIN \_\_\_\_\_

Firm's name ► \_\_\_\_\_

Firm's EIN ► \_\_\_\_\_

Firm's address ► \_\_\_\_\_

Phone no. \_\_\_\_\_

6c.



215 S. Seth Child Road  
Manhattan, KS 66502  
Phone: 888.777.7850  
Fax: 888.777.7875  
[www.clpusa.net](http://www.clpusa.net)

July 10, 2025

Jennifer Johnson  
Key Largo Fire Rescue and Emergency Medical Services District  
PO Box 371023  
Key Largo, FL 33037

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**RE: Financing for One (1) New Rosenbauer Pumper-Tanker Truck**

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Dear Jennifer,

Thank you for the opportunity to work with Key Largo Fire Rescue and Emergency Medical Services District on your financing project!

This package includes the documentation with instructions to complete financing of the equipment.

Community First National Bank is listed as Lessor to this Agreement. Community Leasing Partners is a division of Community First National Bank and is the exclusive marketing, origination and placement agent for the bank.

Please return all documents with original signatures by 7/2/2025 to avoid any potential change in the payments or interest rate.

**This Agreement requires three different signers from the Key Largo Fire Rescue and Emergency Medical Services District and an attorney's opinion letter.**

Signer 1 - Anthony Allen, Chairman  
Signer 2 - George Mirabella, Vice Chairman  
Signer 3 - Kenny Edge, Secretary

Upon receipt of all listed documents; delivery of the equipment and your approval of the equipment invoice; we will remit payment to the vendor. This transaction is subject to acceptance of the documentation and final review and approval by the Lessor.

If you have any questions regarding the documentation, please feel free to contact me at 888.777.7850.

Respectfully,

*Sean Keating*

Sean Keating  
Documentation Associate

# Documentation Instructions

## ◇ MASTER EQUIPMENT LEASE PURCHASE AGREEMENT

- ☐ Anthony Allen - sign where indicated

## ◇ Exhibit A – SCHEDULE OF EQUIPMENT

- ☐ Anthony Allen - sign where indicated

## ◇ Attachment I – EQUIPMENT DESCRIPTION

- ☐ Provide physical location where the equipment will be kept after delivery/installation

## ◇ Attachment 2 –PAYMENT SCHEDULE

- ☐ Anthony Allen - sign where indicated

## ◇ Exhibit B – LESSEE RESOLUTION

- ☐ Print the date the Resolution is being signed
- ☐ Print the date of the meeting in which the financing was approved
- ☐ Anthony Allen - sign as “Authorized Signer”
- ☐ Complete the lessee’s fiscal year start and end months
- ☐ George Mirabella - attest the Resolution as “Attested By”
- ☐ Kenny Edge - sign and print name as “Certified By”

## ◇ Exhibit C - OPINION OF COUNSEL

- ☐ Request your legal counsel provide an Opinion of Counsel using the example provided; retyped on his/her letterhead with their signature (*If counsel would like changes, he/she must first contact CLP*)

## ◇ Exhibit D - ACCEPTANCE CERTIFICATE

- ☐ Anthony Allen - sign and date where indicated

## ◇ TITLE REGISTRATION & SECURITY INTEREST CERTIFICATION

- ☐ Anthony Allen - sign where indicated

## ◇ BANK QUALIFIED CERTIFICATE

- ☐ Anthony Allen - sign where indicated

## ◇ INSURANCE COVERAGE REQUIREMENTS

- ☐ Provide Agent’s contact information
- ☐ Anthony Allen - sign where indicated

## ◇ INVOICE INSTRUCTIONS

- ☐ Complete contact information for payment billing invoices

## ◇ NOTICE OF ASSIGNMENT

- ☐ Anthony Allen - sign where indicated

## ◇ ESCROW AGREEMENT

- ☐ Anthony Allen - sign where indicated

## ◇ Exhibit A- PAYMENT REQUEST FORM/ SIGNATURE CARD

- ☐ Anthony Allen - sign where indicated

## ◇ TAX COMPLIANCE WITH NO ARBITRAGE

- ☐ Anthony Allen - sign and date where indicated

## ◇ 8038 - IRS Form

- ☐ Verify employer identification number in Box 2, Complete Boxes 10a & 10b
- ☐ Anthony Allen - sign and date where indicated under “Signature and Consent”

### Conditions to Funding

*If, for any reason: (i) the required documentation is not returned by 7/2/2025, or has unresolved issues relating thereto, or (ii) on, or prior to the return of the documentation, there is a change of circumstances which adversely affects the expectations, rights or security of the Lessor or its assignees; then Lessor or its assignees reserves the right to adjust the quoted interest rate or withdraw/void its offer to fund this transaction in its entirety.*

*This contract is being issued based upon review of credit and financial materials provided by lessee that resulted in a credit approval decision. CLP is committed to working with the lessee on this transaction throughout the entire process. Failure to complete the lease in its entirety may result in a \$500 documentation fee being charged. This fee is for credit analysis, drafting of the contract, overnight services and expenses incurred in processing this agreement.*

# MASTER EQUIPMENT LEASE PURCHASE AGREEMENT

**LESSEE: Key Largo Fire Rescue and Emergency Medical Services District**

This Master Equipment Lease Purchase Agreement, including all exhibits and schedules hereto whether currently in existence or hereafter executed (the "Agreement"), dated as of 6/25/2025, and entered into between Community First National Bank 215 S. Seth Child Rd, Manhattan, KS 66502 ("Lessor"), and Key Largo Fire Rescue and Emergency Medical Services District, PO Box 371023, Key Largo, FL 33037 a body corporate and politic duly organized and existing under the laws of the State of Florida ("Lessee");

## RECITALS

WHEREAS, Lessee desires to lease from Lessor certain equipment described in the schedules to this Agreement, substantially in the form of Exhibit A hereto, that are executed from time to time by the parties hereto (such schedules are hereby incorporated herein and are hereinafter collectively referred to as the "Schedules", and the items of equipment leased to Lessee hereunder, together with all substitutions, proceeds, replacement parts, repairs, additions, attachments, accessories and replacements thereto, thereof or therefore, are hereinafter collectively referred to as the "Equipment") subject to the terms and conditions of and for the purposes set forth in this Agreement.

WHEREAS, the relationship between the parties shall be a continuing one and items of equipment may be added to or deleted from the Equipment from time to time by execution of additional Schedules by the parties hereto and as otherwise provided herein.

WHEREAS, Lessee is authorized under the constitution and laws of the State to enter into this Agreement for the purposes set forth herein.

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

## ARTICLE I. REPRESENTATIONS, WARRANTIES AND COVENANTS OF LESSEE

Section 1.01. Lessee represents, covenants and warrants, for the benefit of Lessor and its assignees, as follows:

- (a) Lessee is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State.
- (b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and affect its existence as a body corporate and politic. Lessee is a political subdivision of the State within the meaning of Section 103(a) of the Code or a constituted authority authorized to issue obligations on behalf of a state or local governmental unit within the meaning of the regulations promulgated pursuant to said Section of the Code.
- (c) Lessee has full power and authority under the Constitution and laws of the State to enter into this Agreement and the transactions contemplated hereby, and to perform all of its obligations hereunder.
- (d) Lessee has duly authorized the execution and delivery of this Agreement by proper action by its governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the enforceability of this Agreement.
- (e) Lessee has complied or will comply with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment.
- (f) During the Lease Term, the Equipment will be used by Lessee only for the purpose of performing one or more essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than Lessee.
- (g) During the Lease Term, Lessee will annually provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement as may be reasonably requested by Lessor.
- (h) The Equipment will have a useful life in the hands of Lessee that is substantially in excess of the Original Term and all Renewal Terms.
- (i) The Equipment is, and during the Lease Term will remain personal property and when subjected to use by the Lessee, will not be or become fixtures.
- (j) The Equipment is essential to the function of the Lessee and the services provided to its citizens, and will be used throughout the period that this Agreement is in force for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of its authority.
- (k) During the term of this Agreement, Lessee will not dispose of or sell any part of the Equipment.
- (l) Lessee has not terminated a lease, rental agreement, installment purchase contract, or any other such agreement in the past five (5) years as a result of insufficient funds being appropriated for payments due under such an agreement.
- (m) This Agreement constitutes the legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.
- (n) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof.
- (o) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the current fiscal year and to meet its other obligations under this Agreement for the current fiscal year, and such funds have not been expended for other purposes.
- (p) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best knowledge of Lessee is there any basis therefore, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement or materially adversely affect the financial condition or properties of Lessee.
- (q) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of this Agreement or in connection with the carrying out by Lessee of its obligations hereunder have been obtained.
- (r) The entering into and performance of this Agreement or any other document or agreement contemplated hereby to which Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance on any assets of Lessee or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound, except as herein provided.

## ARTICLE II. DEFINITIONS

Section 2.01. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Master Equipment Lease Purchase Agreement, including the Schedules and any other schedule, exhibit or escrow agreement made a part hereof by the parties hereto, whether currently in existence or hereafter executed, as the same may be supplemented or amended from time to time in accordance with the terms hereof.

"Code" means the Internal Revenue Code of 1986, as amended, and the United States Treasury Regulations in effect thereunder.

"Commencement Date" means, with respect to any Schedule, the date when the Lease Term of this Agreement with respect to that Schedule and Lessee's obligation to pay rent under that Schedule commence, which date will be the earlier of (i) the date of the Agreement, or (ii) the date on which sufficient moneys to purchase the Equipment are deposited for that purpose with an Escrow Agent.

"Equipment" means the property described in the Schedules and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto. Whenever reference is made in this Agreement to Equipment listed in a Schedule, that reference shall be deemed to include all replacements, repairs, restorations, modifications and improvements of or to that Equipment.

"Event of Default" means, with respect to any Lease, an Event of Default described in Section 10.01.

"Escrow Agreement" means, with respect to a given Schedule, an escrow agreement in form and substance satisfactory to Lessor, between Lessee, Lessor and an escrow agent relating to the acquisition fund created thereunder.

"Lease" means, at any time, (i) if none of Lessor's interest in, to and under any Schedule has been assigned pursuant to Section 9.01, or if all of Lessor's interest in, to and under this Agreement and all Schedules have been assigned to the same assignee without any reassignment, this Agreement, or (ii) if Lessor's interest in, to and under any Schedule or Schedules has been assigned or reassigned pursuant to Section 9.01, all Schedules that have the same Lessor and this Agreement as it relates to those Schedules and the Equipment listed therein, which shall constitute a separate single lease relating to that Equipment.

"Lease Term" means, with respect to any Lease, the Original Term and all Renewal Terms of that Lease.

"Lessee" means the entity which is described in the first paragraph of this Agreement, its successors and assigns.

"Lessor" means, with respect to each Schedule and the Lease of which that Schedule is a part, (i) if Lessor's interest in, to and under that Schedule has not been assigned pursuant to Section 9.01, the entity described as such in the first paragraph of this Agreement or its successor, or (ii) if Lessor's interest in, to and under that Schedule has been assigned pursuant to Section 9.01, the assignee thereof or its successor.

"Net Proceeds" means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys' fees) incurred in the collection of such claim or award.

"Original Term" means, with respect to any Lease, the period from the first Commencement Date for any Schedule under that Lease until the end of the fiscal year of Lessee in effect at that Commencement Date.

"Purchase Option Price" means, with respect to the Equipment listed on any Schedule, the amount set forth in that Schedule as the Purchase Option Price for that Equipment.

"Renewal Terms" means, with respect to any Lease, the automatic renewal terms of that Lease, as provided for in Article III of this Agreement, each having a duration of one year and a term co-extensive with the Lessee's fiscal year except the last of such automatic renewal terms which shall end on the due date of the last Rental Payment set forth in the Schedule.

"Rental Payments" means the basic rental payments payable by Lessee pursuant to Section 4.02.

"State" means the state in which Lessee is located.

"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessee purchased or is purchasing the Equipment.

## ARTICLE III. LEASE TERM

Section 3.01. Lease of Equipment. Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment listed in each Schedule in accordance with this Agreement and that Schedule for the Lease Term for the Lease of which that Schedule is a part. The Lease Term for each Lease may be continued at the end of the Original Term or any Renewal Term for an additional Renewal Term; provided, however, that at the end of the Original Term and at the end of each Renewal Term, Lessee shall be deemed to have continued that Lease for the next Renewal Term unless Lessee shall have terminated that Lease pursuant to **Section 4.05** or **Section 5.03**. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the Schedules. Lessor hereby covenants to provide Lessee during the Lease Term with quiet use and enjoyment of the Equipment, and Lessee shall during the Lease Term peaceably and quietly have and hold and enjoy the Equipment, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement.

Section 3.02. Continuation of Lease Term. Lessee currently intends, subject to **Section 4.05**, to continue the Lease Term for each Lease through the Original Term and all of the Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Lease Term for each Lease can be obtained. The responsible financial officer of Lessee shall do all things lawfully within his or her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for the Rental Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend a Lease for any Renewal Term is solely within the discretion of the then current governing body of Lessee.

Section 3.03. Return of Equipment on Termination. Upon expiration or earlier termination of any Schedule under any provision of this Agreement at a time when Lessee does not exercise its option to purchase the Equipment described in that Schedule under the provisions of this Agreement, Lessee shall deliver, at Lessee's expense, the Equipment described in that Schedule to Lessor in the same condition as existed at the Commencement Date, ordinary wear and tear expected, packaged or otherwise prepared in a manner suitable by shipment by truck or rail common carrier at a location specified by Lessor.

Section 3.04. Conditions to Lessor's Performance under Schedules. As a prerequisite to the performance by Lessor of any of its obligations pursuant to the execution and delivery of any Schedule, Lessee shall deliver to Lessor the following:

- (a) A Lessee Resolution executed by the Clerk or Secretary or other comparable officer of Lessee, in substantially the form attached hereto as Exhibit B, completed to the satisfaction of Lessor;
- (b) An Opinion of Counsel to Lessee in substantially the form attached hereto as Exhibit C respecting such Schedule and otherwise satisfactory to Lessor;
- (c) All documents, including financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate at that time;
- (d) Such other items, if any, as are set forth in such Schedule or are reasonably required by Lessor.

This Agreement is not a commitment by Lessor to enter into any Schedule not currently in existence, and nothing in this Agreement shall be construed to impose any obligation upon Lessor to enter into any proposed Schedule, it being understood that whether Lessor enters into any proposed Schedule shall be a decision solely within Lessor's discretion.

Lessee will cooperate with Lessor in Lessor's review of any proposed Schedule. Without limiting the foregoing, Lessee will provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Schedule. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

## **ARTICLE IV. RENTAL PAYMENTS**

**Section 4.01. Rental Payments to Constitute a Current Expense of Lessee.** Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

**Section 4.02. Payment of Rental Payments.** Lessee shall pay Rental Payments, from any and all legally available funds, in lawful money of the United States of America, exclusively to Lessor or, in the event of assignment by Lessor, to its assignee, in the amounts and on the dates set forth in each Schedule. Rental Payments shall be in consideration for Lessee's use of the Equipment during the applicable year in which such payments are due. The Rental Payments will be payable without notice or demand at the office of Lessor (or such other place as Lessor may from time to time designate in writing). If any Rental Payment or other sum payable under any Schedule is not paid when due, Lessee shall pay to Lessor accrued interest on such delinquent amount from the date due thereof until paid at the lesser of 18% or the maximum rate allowed by law. In the event that it is determined that any of the interest components of Rental Payments may not be excluded from gross income for purposes of federal income taxation, Lessee agrees to pay to Lessor promptly after any such determination and on the date of each Rental Payment thereafter an additional amount determined by Lessor to compensate Lessor for the loss of such excludability (including without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive absent manifest error.

**Section 4.03. Interest and Principal Components.** A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of, principal. Each Schedule will set forth the interest component and the principal component of each Rental Payment during the Lease Term.

**Section 4.04. Rental Payments to be Unconditional.** The obligations of Lessee to make payment of the Rental Payments required under this Article IV and other sections hereof, and to perform and observe the covenants and agreements contained herein, shall be absolute and unconditional in all events, except as expressly provided under this Agreement. Notwithstanding any dispute between Lessee and Lessor, any Vendor or any other dispute between Lessee and Lessor, any Vendor or any other person, Lessee shall make all payments of Rental Payments when due and shall not withhold any Rental Payments pending final resolution of such dispute, nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such payments required under this Agreement. Lessee's obligation to make Rental Payments during the Original Term or the then-current Renewal Term for each Schedule shall not be abated through accident or unforeseen circumstances.

**Section 4.05. Non appropriation.** Lessee is obligated only to pay such Rental Payments under this Agreement (and any additional amounts due hereunder, if applicable) as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current fiscal year. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments under a Lease following the then current Original Term or Renewal Term, that Lease shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver written notice to Lessor of such termination at least 60 days prior to the end of the then current Original Term or Renewal Term, but failure to give such written notice shall not extend the term beyond such Original Term or Renewal Term.

## **ARTICLE V. TITLE TO EQUIPMENT; SECURITY INTEREST; OPTION TO PURCHASE**

**Section 5.01. Title to the Equipment.** Title to the Equipment shall be and remain in Lessor when Lessee acquires and accepts the Equipment. Title to the Equipment subject to a Lease will automatically transfer to Lessee upon payment of all Rental Payments relating thereto or payment by Lessee of the Purchase Option Price in accordance with Section 5.03 with respect thereto. In either of such events Lessor shall execute and deliver to Lessee such documents as Lessee may request to evidence the passage of legal title to the Equipment subject to such Lease to Lessee.

**Section 5.02. Personal Property.** Lessor and Lessee agree that the Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

**Section 5.03. Option to Purchase.** Lessee shall have the option to purchase Lessor's interest in all (but not less than all) of the Equipment described in any Schedule, upon giving written notice to Lessor at least 60 (but not more than 180) days before the date of purchase, at the following times and upon the following terms:

- (a) On the date of the last Rental Payment set forth in that Schedule (assuming this Agreement is renewed at the end of the Original Term and each Renewal Term), if the Agreement is still in effect on such day, upon payment in full to Lessor of the Rental Payments and all other amounts then due under that Schedule plus One Dollar;
- (b) On the last day of the Original Term or any Renewal Term then in effect, upon payment in full to Lessor of the Rental Payments and all other amounts then due under that Schedule plus the then applicable Purchase Option Price set forth in that Schedule; or
- (c) In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in that Schedule on the day specified in Lessee's written notice to Lessor of its exercise of the purchase option upon payment in full to Lessor of the Rental Payments and all other amounts then due under that Schedule, including, without limitation, interest accrued to the date of payment, plus the then applicable Purchase Option Price set forth in that Schedule.

## **ARTICLE VI. DELIVERY, MAINTENANCE; MODIFICATION; TAXES; INSURANCE AND OTHER CHARGES**

**Section 6.01. Delivery, Installation and Acceptance of Equipment.** Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the locations specified in the Schedules and pay any and all delivery and installation costs in connection therewith. When the Equipment listed in any Schedule has been delivered and installed, Lessee shall immediately accept such Equipment and evidence said acceptance by executing and delivering to Lessor an Acceptance Certificate in the form attached hereto as Exhibit D.

**Section 6.02. Location; Inspection.** Once installed, no item of the Equipment will be moved from the location specified for it in the Schedule on which that item is listed without Lessor's consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

**Section 6.03. Maintenance of Equipment by Lessee.** Lessee agrees that at all times during the Lease Term Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and that Lessee will from time to time make or cause to be made all necessary and proper repairs, replacements and renewals. Lessor shall have no responsibility in any of these matters, or for the making of improvements or additions to the Equipment. Lessee shall not make material modifications to the Equipment without the prior consent of Lessor.

**Section 6.04. Liens, Taxes, Other Governmental Charges and Utility Charges.** Lessee shall keep the Equipment free of all liens, charges and encumbrances except those created by this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes of Lessor), Lessee will pay, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment and any equipment or other property acquired by Lessee in substitution for, as a renewal or replacement of, or a modification, improvement or addition to the Equipment, as well as all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment; provided that, with respect to any governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as have accrued during the Lease Term. Lessee will take no action that will cause the interest portion of any Rental payment to become includable in gross income of the recipient for purposes of federal income taxation under the Code, and Lessee will take, and will cause its officers, employees and agents to take, all affirmative action legally within its power to prevent such interest from being includable in gross income for purposes of federal income taxation under the Code. Lessee acknowledges that Lessor's yield with respect to this Agreement is dependent upon the interest component of each Rental Payment being excluded from Lessor's income pursuant to the Code.



Section 6.05. Provisions Regarding Insurance. At its own expense, Lessee shall maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by Lessor, in an amount at least equal to the replacement cost of the Equipment, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b); provided further that, if Lessor provides such consent Lessee shall provide to Lessor information with respect to such self-insurance program as Lessor may request from time to time. All insurance proceeds from casualty losses shall be payable as hereinafter provided. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. All such casualty and liability insurance shall be with insurers that are acceptable to Lessor, shall name Lessor as a loss payee and an additional insured, respectively, and shall contain a provision to the effect that such insurance shall not be canceled or modified materially without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation or modification. All such casualty insurance shall contain a provision making any losses payable to Lessee and Lessor as their respective interests may appear.

Section 6.06. Advances. In the event Lessee shall fail to maintain the full insurance coverage required by this Agreement or shall fail to keep the Equipment in good repair and operating condition, Lessor may (but shall be under no obligation to) purchase the required insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced therefore by Lessor shall constitute additional rent for the then-current Original Term or Renewal Term, and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the date advanced until paid at the rate of 18% per annum or the maximum interest rate permitted by law, whichever is less.

## **ARTICLE VII. DAMAGE, DESTRUCTION AND CONDEMNATION: USE OF NET PROCEEDS**

Section 7.01. Risk of Loss. Lessee is responsible for the entire risk of loss of or damage or destruction to the Equipment. No such loss, damage or destruction shall relieve Lessee of any obligation under this Agreement or any Lease.

Section 7.02. Damage, Destruction and Condemnation. If (a) the Equipment listed on any Schedule or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of that Equipment, unless Lessee shall have exercised its option to purchase that Equipment pursuant to Section 5.03. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

Section 7.03. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement referred to in Section 7.02, Lessee shall either complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, unless Lessee, pursuant to Section 5.03, purchases Lessor's interest in the Equipment destroyed, damaged or taken and any other Equipment listed in the same Schedule. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing Lessor's interest in the Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefore from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

## **ARTICLE VIII. DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; USE OF THE EQUIPMENT**

Section 8.01. Disclaimer of Warranties. LESSEE HAS SELECTED THE EQUIPMENT AND THE VENDORS. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY OR REPRESENTATION WITH RESPECT THERETO. In no event shall Lessor be liable for an incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of any item or products or service provided for in this Agreement.

Section 8.02. Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights, including warranties of the Equipment, which Lessor may have against the Vendor of the Equipment. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against Lessor, nor shall such matter have any effect, whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made no representation or warranties whatsoever as to the existence or availability of such warranties of the Vendor of the Equipment.

Section 8.03. Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdictions in which its operations involving any item of Equipment may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment; provided, however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Lessor, adversely affect the title of Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement.

Section 8.04. Essential Nature of the Equipment. Lessee confirms and affirms that the Equipment is essential to the function of Lessee and the services provided to its citizens, that there is an immediate need for the Equipment which is not temporary or expected to diminish in the foreseeable future, and that Lessee will use substantially all the Equipment for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of its authority.

## **ARTICLE IX. ASSIGNMENT, SUBLEASING, INDEMNIFICATION, MORTGAGING AND SELLING**

Section 9.01. Assignment by Lessor. Lessor's interest in, to, and under this Agreement; any Lease and the Equipment may be assigned and reassigned in whole or in part to one or more assignees by Lessor at any time subsequent to its execution. Lessee hereby agrees to maintain a written record of each such assignment in form necessary to comply with Section 149(a) of the Code. No such assignment shall be binding on Lessee until it has received written notice from Lessor of the assignment disclosing the name and address of the assignee. Lessee agrees to execute all documents, including chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in the Equipment and in this Agreement. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim, defense, set-off or other right Lessee may from time to time have against Lessor.

Section 9.02. Assignment and Subleasing by Lessee. None of Lessee's interest in, to and under this Agreement and in the Equipment may be sold, assigned, subleased, pledged or otherwise encumbered by Lessee without the prior written consent of Lessor.

Section 9.03. Release and Indemnification Covenants. To the extent permitted by law, Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liabilities, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and all expenses in connection therewith (including, without limitation, counsel fees and expenses, penalties connected therewith imposed on interest received) arising out of or as (a) result of the entering into of this Agreement, (b) the ownership of any item of the Equipment, (c) the manufacture, ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person, and/or (e) the breach of any covenant herein or any material misrepresentation contained herein. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

## ARTICLE X. EVENTS OF DEFAULT AND REMEDIES

**Section 10.01. Events of Default Defined.** Subject to the provisions of **Section 4.05**, any of the following events shall constitute an "Event of Default" under any Lease:

- (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid under that Lease at the time specified in that Lease;
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed under that Lease, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;
- (c) Any statement, representation or warranty made by Lessee in or pursuant to that Lease or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;
- (d) Any provision of that Lease shall at any time for any reason cease to be valid and binding on Lessee, or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee shall deny that it has any further liability or obligation under that Lease.
- (e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or
- (f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

**Section 10.02. Remedies on Default.** Whenever any Event of Default under any Lease exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) By written notice to Lessee, declare all Rental Payments and other amounts payable by Lessee under that Lease to the end of the then current Original Term or Renewal Term to be due;
- (b) Upon written request by Lessor, Lessee shall within thirty (30) days use its best efforts to sell the Equipment subject to such Lease for an amount equal to the sum of all Rental Payments then due or past due and the applicable Purchase Option Price, and any other amounts due Lessor hereunder, and if Lessee sells the Equipment Lessee shall pay to Lessor an amount of proceeds thereof equal to the foregoing. If Lessee fails to sell the Equipment for such amount, then Lessee shall at its expense cause the Equipment to be delivered to Lessor at a place in the State designated by Lessor. If Lessee fails or refuses to transfer the Equipment to Lessor as herein provided, Lessor shall have the right to obtain a judgment against Lessee for the amount required to be paid to Lessor from the proceeds of the sale of the Equipment plus interest thereon to the date of payment at the lower of 10% per annum or the highest rate permitted by law.

In addition, whenever an Event of Default exists with respect to any Rental Payment required by a particular Schedule or with respect to any other payment, covenant, condition, agreement, statement, representation or warranty set forth in that Schedule or applicable to that Schedule or the Equipment listed therein, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (d) By written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee pursuant to that Schedule and other amounts payable by Lessee under this Agreement to the end of the then current Original Term or Renewal Term to be due;
- (e) Upon written request by Lessor, Lessee shall within thirty (30) days use its best efforts to sell the Equipment subject to such Schedule for an amount equal to the sum of all Rental Payments then due or past due and the applicable Purchase Option Price, and any other amounts due Lessor hereunder, and if Lessee sells the Equipment Lessee shall pay to Lessor an amount of proceeds thereof equal to the foregoing. If Lessee fails to sell the Equipment for such amount, then Lessee shall at its expense cause the Equipment to be delivered to Lessor at a place in the State designated by Lessor. If Lessee fails or refuses to transfer the Equipment to Lessor as herein provided, Lessor shall have the right to obtain a judgment against Lessee for the amount required to be paid to Lessor from the proceeds of the sale of the Equipment plus interest thereon to the date of payment at the lower of 10% per annum or the highest rate permitted by law.

In addition to the remedies specified above, Lessor may charge interest on all amounts due to it at the rate of 10% per annum or the maximum amount permitted by law, whichever is less. The exercise of any such remedies respecting any such Event of Default shall not relieve Lessee of any other liabilities under any other Schedules, this Agreement related to any other Schedule or the Equipment listed therein.

**Section 10.03. Remedies Exclusive.** The remedies provided to Lessor under Section 10.02 shall be the sole and exclusive remedies exercisable by Lessor in the event of a default by Lessee hereunder.

**Section 10.04. Agreement to Pay Attorneys' Fees and Expenses.** If Lessee should default under any of the provisions hereof and Lessor should employ attorneys or incur other expenses for the collection of moneys or for the enforcement of performance or observance of any obligation or agreement on the part of Lessee contained in this Agreement, Lessee agrees, to the extent it is permitted by law to do so, that it will, if assessed by a court of competent jurisdiction, pay to Lessor the reasonable fees of those attorneys and other reasonable expenses so incurred by Lessor.

**Section 10.05. Application of Moneys.** Any net proceeds from the exercise of any remedy hereunder (after deducting all expenses of Lessor in exercising such remedies including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing Equipment and all brokerage, auctioneer's or attorney's fees) shall be applied as follows:

- (a) If such remedy is exercised solely with respect to a single Schedule, Equipment listed in that Schedule or rights under the Agreement related to that Schedule, then to amounts due pursuant to that Schedule and other amounts related to that Schedule or that Equipment.
- (b) If such remedy is exercised with respect to more than one Schedule, Equipment listed in more than one Schedule or rights under the Agreement related to more than one Schedule, then to amounts due pursuant to those Schedules pro rata.

## ARTICLE XI. MISCELLANEOUS

**Section 11.01. Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business.

**Section 11.02. Binding Effect; Entire Agreement; Amendments and Modifications.** This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the Lessor and the Lessee; nor shall any such amendment that affects the rights of Lessor's assignee be effective without such assignee's consent. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 11.03. Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State.

**Section 11.04. Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 11.05. Amendments, Changes and Modifications.** This Agreement may be amended, added to, changed or modified by written agreement duly executed by Lessor and Lessee.

Section 11.06. Execution in Counterparts: Chattel Paper. This Agreement, including in writing each Schedule, may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; except (1) to the extent that various Schedules and this Agreement as it relates thereto constitutes separate Leases as provided in this Agreement and (2) that Lessor's interest in, to and under any Schedule and the Agreement as it relates to that Schedule, and the Equipment listed in that Schedule may be sold or pledged only by delivering possession of the original counterpart of that Schedule marked "Counterpart No. 1," which Counterpart No. 1 shall constitute chattel paper for purposes of the Uniform Commercial Code.

Section 11.07. Usury. The parties hereto agree that the charges in this Agreement and any Lease shall not be a violation of usury or other law. Any such excess charge shall be applied in such order as to conform this Agreement and such Lease to such applicable law.

Section 11.08. Jury Trial Waiver. To the extent permitted by law, lessee agrees to waive its right to a trial by jury.

Section 11.09. Facsimile Documentation. Lessee agrees that a facsimile copy of this Agreement or any Lease with facsimile signatures may be treated as an original and will be admissible as evidence of this Agreement or such Lease.

Section 11.10. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives listed below.

**Lease No. KEYFL2025-06EU-EG**

**LESSEE:**

Key Largo Fire Rescue and Emergency Medical Services  
District

**LESSOR:**

Community First National Bank

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Anthony Allen, Chairman

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Blake Kaus, VP

# EXHIBIT A

## SCHEDULE OF EQUIPMENT NO. 01, Dated 6/25/2025

Counterpart No. 1,

LESSOR'S INTEREST IN, TO AND UNDER THIS SCHEDULE AND THE AGREEMENT AS IT RELATES TO THIS SCHEDULE MAY BE SOLD OR PLEDGED ONLY BY DELIVERING POSSESSION OF COUNTERPART NO. 1 OF THIS SCHEDULE, WHICH COUNTERPART NO. 1 SHALL CONSTITUTE CHATTEL PAPER FOR PURPOSES OF THE UNIFORM COMMERCIAL CODE.

Re: Master Equipment Lease Purchase Agreement, dated as of 6/25/2025, between Community First National Bank, as Lessor, and Key Largo Fire Rescue and Emergency Medical Services District, as Lessee.

1. **Defined Terms.** All terms used herein have the meanings ascribed to them in the above referenced Master Equipment Lease Purchase Agreement (the "Master Equipment Lease").
2. **Equipment.** The Equipment included under this Schedule of Equipment is comprised of the items described in the Equipment Description attached hereto as **Attachment 1**, together with all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.
3. **Payment Schedule.** The Rental Payments and Purchase Option Prices under this Schedule of Equipment are set forth in the Payment Schedule attached as **Attachment 2** hereto.
4. **Representations, Warranties and Covenants.** Lessee hereby represents, warrants, and covenants that its representations, warranties and covenants set forth in the Agreement are true and correct as though made on the date of commencement of Rental Payments on this Schedule.
5. **The Master Equipment Lease.** This Schedule is hereby made as part of the Master Equipment Lease and Lessor and Lessee hereby ratify and confirm the Master Equipment Lease. The terms and provisions of the Master Equipment Lease (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated by reference and made a part hereof.

**Lease Number: KEYFL2025-06EU-EG**

**LESSEE:**

Key Largo Fire Rescue and Emergency Medical Services  
District

**LESSOR:**

Community First National Bank

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Anthony Allen, Chairman

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Blake Kaus, VP

# ATTACHMENT 1

## EQUIPMENT DESCRIPTION

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**RE: Schedule of Equipment No. 01, dated 6/25/2025, to Master Equipment Lease Purchase Agreement, dated as of 6/25/2025, between Community First National Bank, as Lessor, and Key Largo Fire Rescue and Emergency Medical Services District, as Lessee.**

**Lease Number: KEYFL2025-06EU-EG**

One (1) New Rosenbauer Pumper-Tanker Truck

With a total acquisition cost of \$856,736.00; together with all additions, accessions and replacements thereto. Lessee hereby certifies the description of the personal property set forth above constitutes an accurate description of the "Equipment", as defined in the attached Master Equipment Lease Purchase Agreement and the Equipment is located on the premise of the Lessee unless otherwise noted by the Lessee.

Physical location where equipment be stored after delivery: \_\_\_\_\_

**LESSEE:**

Key Largo Fire Rescue and Emergency Medical Services  
District

\_\_\_\_\_  
Anthony Allen, Chairman

## ATTACHMENT 2 PAYMENT SCHEDULE

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RE: Schedule of Equipment No. 01, dated 6/25/2025, to Master Equipment Lease Purchase Agreement, dated as of 6/25/2025, between Community First National Bank, as Lessor, and Key Largo Fire Rescue and Emergency Medical Services District, as Lessee.

Lease Number: KEYFL2025-06EU-EG

Project Funds: \$856,736.00

### AMORTIZATION SCHEDULE

Payment Number	Payment Date	Payment Amount	Interest Portion	Principal Portion	Purchase Option Price
1	6/25/2026	\$106,388.46	\$41,816.58	\$64,571.88	Not Available
2	6/25/2027	\$106,388.46	\$38,510.53	\$67,877.93	\$704,818.37
3	6/25/2028	\$106,388.46	\$35,035.22	\$71,353.24	\$631,324.53
4	6/25/2029	\$106,388.46	\$31,381.98	\$75,006.48	\$554,067.86
5	6/25/2030	\$106,388.46	\$27,541.69	\$78,846.77	\$472,855.69
6	6/25/2031	\$106,388.46	\$23,504.79	\$82,883.67	\$387,485.51
7	6/25/2032	\$106,388.46	\$19,261.19	\$87,127.27	\$297,744.42
8	6/25/2033	\$106,388.46	\$14,800.33	\$91,588.13	\$203,408.64
9	6/25/2034	\$106,388.46	\$10,111.07	\$96,277.39	\$104,242.93
10	6/25/2035	\$106,388.46	\$5,181.73	\$101,206.73	\$0.00
Grand Totals		\$1,063,884.60	\$247,145.11	\$816,739.49	

**LESSEE:**

Key Largo Fire Rescue and Emergency Medical Services  
District

---

Anthony Allen, Chairman

## EXHIBIT B

### LESSEE RESOLUTION

**Re: Schedule of Equipment No. 01, dated 6/25/2025, to Master Equipment Lease Purchase Agreement, dated as of 6/25/2025, between Community First National Bank, as Lessor, and Key Largo Fire Rescue and Emergency Medical Services District, as Lessee.**

I, the undersigned, the duly appointed, qualified and acting **Secretary** of the above captioned Lessee do hereby certify this date \_\_\_\_\_, as follows:

- (1) Lessee did, at a meeting of the governing body of the Lessee held on \_\_\_\_\_, by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the above referenced Schedule of Equipment No. 01 (the "Schedule") on its behalf by the following named representative of the Lessee, to witness:

\_\_\_\_\_  
**Authorized Signer:** Anthony Allen, Chairman

- (2) The above named representative of the Lessee held at the time of such authorization and holds at the present time the office set forth above.
- (3) The meeting of the governing body of the Lessee at which the Schedule was approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval and that the action approving the Schedule and authorizing the execution thereof has not been altered or rescinded.
- (4) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as such term is defined in the above referenced Master Equipment Lease Purchase Agreement) exists at the date hereof.
- (5) All insurance required in accordance with the above referenced Master Equipment Lease Purchase Agreement is currently maintained by the Lessee.
- (6) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rental Payments scheduled to come due during the Original Term and to meet its other obligations for the Original Term (as such terms are defined in the above referenced Master Equipment Lease Purchase Agreement) and such funds have not been expended for other purposes.
- (7) The fiscal year of Lessee is from \_\_\_\_\_ to \_\_\_\_\_.

The signatures below from the designated individuals from the Governing Body of the Lessee evidence the adoption by the Governing Body of this resolution.

**Key Largo Fire Rescue and Emergency Medical Services District**

**Attested By:** \_\_\_\_\_  
George Mirabella, Vice Chairman

**Certified By:** \_\_\_\_\_  
Kenny Edge, Secretary

## EXHIBIT C

### OPINION OF LESSEE'S COUNSEL

*(Must be re-Printed onto attorney's letterhead)*

(Date)

Community First National Bank  
215 S. Seth Child Road  
Manhattan, KS 66502

**Re: Lessee: Key Largo Fire Rescue and Emergency Medical Services District**

Ladies and Gentlemen:

As legal counsel to Key Largo Fire Rescue and Emergency Medical Services District (the "Lessee"), I have examined (a) an executed counterpart of a certain Master Equipment Lease Purchase Agreement, dated as of 6/25/2025, and Exhibits thereto by and between Community First National Bank (the "Lessor") and Lessee, Schedule of Equipment No. 01, dated 6/25/2025, and a certain Escrow Agreement dated as of 6/25/2025, (collectively, the "Agreement") by and between Lessor and Lessee, which, among other things, provides for the lease with option to purchase by the Lessee of certain property listed in the Schedule (the "Equipment"); (b) an executed counterpart of the ordinances or resolutions of Lessee which, among other things, authorizes Lessee to execute the Agreement and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

Based on the foregoing, I am of the following opinions:

- (1) Lessee's true and correct name is Key Largo Fire Rescue and Emergency Medical Services District.
- (2) Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power;
- (3) Lessee has the requisite power and authority to lease the Equipment with an option to purchase and to execute and deliver the Agreement and to perform its obligations under the Agreement;
- (4) The Agreement and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee and the Agreement and other documents either attached thereto or required therein are the valid and binding obligations of Lessee enforceable in accordance with their terms;
- (5) The authorization, approval and execution of the Agreement and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws; and
- (6) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the security interest of Lessor or its assigns, as the case may be, in the Equipment.
- (7) The signatures of the officers which appear on the Agreement are true and genuine; I know said officers and know them to hold the offices set forth below their names.
- (8) No further approval, consent or withholding of objection is required from any federal, state or local governmental authority with respect to the entering into or performance by the Lessee of the Lease and the transaction contemplated thereby.
- (9) The Equipment leased pursuant to the Agreement constitutes personal property and when subjected to use by Lessee will not be or become fixtures under applicable law.
- (10) The Lessee is a political subdivision within the meaning of Section 103 of the Internal Revenue Code of 1986 as amended and the related regulations and rulings.
- (11) The leasing of the Equipment pursuant to the Agreement is exempt from all sales and use taxes against either the Lessor or the Lessee during the term of the Lease pursuant to the Agreement and the Equipment will be exempt from all state and local personal property or other ad valorem taxes.

All capitalized terms herein shall have the same meanings as in the foregoing Agreement unless otherwise provided herein. Lessor, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Rental Payments are entitled to rely on this opinion.

Signature of Legal Counsel



## EXHIBIT D

### ACCEPTANCE CERTIFICATE

Community First National Bank  
215 S. Seth Child Road  
Manhattan, KS 66502

Ladies and Gentlemen,

**RE: Schedule of Equipment No. 01, dated 6/25/2025, to Master Equipment Lease Purchase Agreement, dated as of 6/25/2025, between Community First National Bank, as Lessor, and Key Largo Fire Rescue and Emergency Medical Services District, as Lessee.**

In accordance with the Master Equipment Lease Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

- (1) All of the Equipment (as such term is defined in the Agreement) listed in the above referenced Schedule of Equipment (the "Schedule") has been delivered, installed and accepted on the date hereof.
- (2) Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
- (3) Lessee is currently maintaining the insurance coverage required by **Section 6.05** of the Agreement.
- (4) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.
- (5) Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Agreement during the current Budget Year of Lessee, and such moneys will be applied in payment of all Rental Payments due and payable during such current Budget Year.
- (6) The governing body of Lessee has approved the authorization, execution and delivery of this Agreement on its behalf by the authorized representative of Lessee who signed the Agreement.

**LESSEE:**

Key Largo Fire Rescue and Emergency Medical Services  
District

\_\_\_\_\_  
Anthony Allen, Chairman

\_\_\_\_\_  
Date

*\*If delivery is not immediate, keep until final delivery.*

# TITLE REGISTRATION & SECURITY INTEREST CERTIFICATION

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**RE: Schedule of Equipment No. 01, dated 6/25/2025, to Master Equipment Lease Purchase Agreement, dated as of 6/25/2025, between Community First National Bank, as Lessor, and Key Largo Fire Rescue and Emergency Medical Services District, as Lessee.**

**Lease Number: KEYFL2025-06EU-EG**

One (1) New Rosenbauer Pumper-Tanker Truck

In accordance with the Agreement, the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. The Agreement requires the completion of the ownership transfer and perfection of the lienholder process. This process is completed through submission of the documents to the State for a title to be issued in the name of the Lessee.
2. The Lessee will in a timely fashion submit the appropriate paperwork to the State to have a title to the Equipment issued in their name as owner and Lessor listed as first lienholder. Such verification of perfected ownership and security interest will be provided to Lessor no later than 90 days from delivery of the Equipment.

**LESSEE:**

Key Largo Fire Rescue and Emergency Medical Services  
District

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Anthony Allen, Chairman

## BANK QUALIFIED CERTIFICATE

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**RE: Schedule of Equipment No. 01, dated 6/25/2025, to Master Equipment Lease Purchase Agreement, dated as of 6/25/2025, between Community First National Bank, as Lessor, and Key Largo Fire Rescue and Emergency Medical Services District, as Lessee.**

Whereas, Lessee hereby represents it is a "Bank Qualified" Issuer for the calendar year in which the above referenced Schedule is executed by making the following designations with respect to Section 265 of the Internal Revenue Code. (A "Bank Qualified Issuer" is an issuer that issues less than \$10,000,000 dollars of tax-exempt obligations during the calendar year).

Now, therefor, Lessee hereby designates the above referenced Schedule as follows:

1. **Designation as Qualified Tax-Exempt Obligation.** Pursuant to Section 265(b)(3)(B)(i) of the Internal Revenue Code of 1986 as amended (the "Code"), the Lessee hereby specifically designates the above referenced Schedule as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Lessee hereby represents that the Lessee will not designate more than \$10,000,000 of obligations issued by the Lessee in the calendar year during which the above referenced Schedule is executed and delivered as such "qualified tax-exempt obligations".
2. **Issuance Limitation.** In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Lessee hereby represents that the Lessee (including all subordinate entities of the Lessee within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the above referenced Schedule is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than \$10,000,000.

**LESSEE:**

Key Largo Fire Rescue and Emergency Medical Services  
District

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Anthony Allen, Chairman

# INSURANCE COVERAGE REQUIREMENTS

## Lessee: Key Largo Fire Rescue and Emergency Medical Services District

Please mark one of the following:

( ) Pursuant to Section 6.05 of the Agreement, you have agreed to provide us evidence of insurance covering the property in the Agreement. A Certificate of Insurance naming all insured parties and coverage must be provided to us as soon as possible, but no later than the date on which delivery of equipment occurs.

( ) Pursuant to Section 6.05 of the Agreement, we are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letter form, together with a copy of the statute authorizing this form of insurance. Coverage must be provided to us as soon as possible, but no later than the date on which delivery of equipment occurs.

Equipment to be insured: **One (1) New Rosenbauer Pumper-Tanker Truck**

Policy should be issued and mailed to: Community First National Bank and/or Its Assigns  
215 S. Seth Child Road  
Manhattan, KS 66502

### INSURANCE REQUIREMENTS:

#### 1. LIABILITY

- ✓ \$1,000,000.00 Aggregate Bodily Injury
- ✓ \$1,000,000.00 Combined Single Limit per Occurrence
- ✓ Community First National Bank and/or Its Assigns MUST be listed as additional insured and loss payee.

#### 2. PHYSICAL DAMAGE

- ✓ All risk coverage to guarantee proceeds sufficient to cover the replacement cost of the equipment.
- ✓ Community First National Bank and/or Its Assigns MUST be listed as additional insured and loss payee.

#### 3. ENDORSEMENT

- ✓ Lessor will receive at least thirty (30) days written notice from Insurer prior to alteration, cancellation or reduction of insurance coverage.
- ✓ Deductibles should be listed on the Certificate of Coverage

**THE CERTIFICATE SHOULD BE**  
**EMAILED TO [seankeating@clpusa.net](mailto:seankeating@clpusa.net)**  
**OR FAXED TO: 888.777.7875**

Insurance Company Name:		
Agents Name:		
Address:		
City:	State:	Zip:
Phone:	Fax:	Email:

#### LESSEE:

Key Largo Fire Rescue and Emergency Medical Services  
District

\_\_\_\_\_  
Anthony Allen, Chairman

## INVOICE INSTRUCTIONS

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**RE: Schedule of Equipment No. 01, dated 6/25/2025, to Master Equipment Lease Purchase Agreement, dated as of 6/25/2025, between Community First National Bank, as Lessor, and Key Largo Fire Rescue and Emergency Medical Services District, as Lessee.**

**Lease Number: KEYFL2025-06EU-EG**

**Equipment Description: One (1) New Rosenbauer Pumper-Tanker Truck**

Please provide contact information for billing and invoicing purposes.

Person/Department: \_\_\_\_\_  
P.O. Box/Street: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

## NOTICE OF ASSIGNMENT

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July 10, 2025

Key Largo Fire Rescue and Emergency Medical Services District  
PO Box 371023  
Key Largo, FL 33037

**RE: Schedule of Equipment No. 01, dated 6/25/2025, to Master Equipment Lease Purchase Agreement, dated as of 6/25/2025, between Community First National Bank, as Lessor, and Key Largo Fire Rescue and Emergency Medical Services District, as Lessee. Along with the Escrow Agreement entered into as of 6/25/2025.**

Please be advised that Community First National Bank has assigned all its right, title and interest in, to and under the above referenced Master Equipment Lease Purchase Agreement (the "Agreement"), the Equipment leased thereunder and the right to receive Rental Payments thereunder to the following assignee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Community First National Bank will be the servicing this lease and all Rental Payments and payment of the Purchase Option Price due under the Agreement will be made to:

**Community First National Bank  
215 S. Seth Child Road  
Manhattan, KS 66502**

Community First National Bank

\_\_\_\_\_  
Blake Kaus, VP

ACKNOWLEDGED AND ACCEPTED:

Key Largo Fire Rescue and Emergency Medical  
Services District

\_\_\_\_\_  
Anthony Allen, Chairman

\*Lessor may at a future date desire to assign this lease agreement. At this time, a specific Assignee is undetermined. At such time Lessor determines a need to assign this lease; Lessee will be provided with a completed copy of this page for their records and be made aware of any changes in where to send the rental payments going forward. This assignment option is outlined in Article IX of the Master Equipment Lease Purchase Agreement.

# ESCROW AGREEMENT

THIS ESCROW AGREEMENT, made and entered into as of 6/25/2025 by and among Community First National Bank, a national banking association ("Escrow Agent"), Community First National Bank, a corporation duly organized and existing under the Laws of the State of Kansas ("Lessor"), and Key Largo Fire Rescue and Emergency Medical Services District ("Lessee") a political subdivision under the laws of the State of Florida ("State"), duly organized and existing under the Constitution and laws of the State.

## WITNESSETH

WHEREAS, Lessee and Lessor have entered into a Schedule of Equipment No. 01, dated 6/25/2025 to Master Equipment Lease Purchase Agreement dated as of 6/25/2025 ("Agreement"), a duplicate original of which has been furnished to each of the parties, whereby Lessor has agreed to acquire certain equipment described therein ("Equipment"), and to sell the Equipment to the Lessee, and Lessee has agreed to purchase the Equipment from Lessor, in the manner and on the terms set forth in the Agreement; and

WHEREAS, the Equipment has or will be ordered from the Vendor, and there is expected to be a delay in delivery of the Equipment to Lessee; and

WHEREAS, in order to secure the obligations of Lessor under the Agreement, Lessee has requested Lessor to set aside in escrow with the Escrow Agent, pursuant to the terms hereof, the anticipated purchase price of the Equipment; and

WHEREAS, Lessee, as agent for Lessor, will cause the Equipment to be acquired from Vendor in accordance with the purchase orders or contracts therefore, and neither Lessor nor the Escrow Agent shall be obligated to assume or perform any obligation of the Lessee or Vendor with respect thereto or under the Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

## ARTICLE I. APPOINTMENT OF ESCROW AGENT: DEFINITIONS

Section 1.01. Appointment of Escrow Agent. Lessor and Lessee hereby appoint and employ Escrow Agent, to receive, hold, invest and disburse the moneys to be paid to it pursuant to this Escrow Agreement and the Agreement, and to perform certain other functions, all as hereinafter provided. By executing and delivering this Escrow Agreement, Escrow Agent accepts the duties and obligations of Escrow Agent provided herein, but only upon the terms and conditions set forth.

Section 1.02. Definitions. The terms defined in this Section shall, for all purposes of this Escrow Agreement have the meanings specified below. Any capitalized term not defined below shall have the meaning ascribed in the Agreement.

"Agreement" means the Schedule of Equipment No. 01, dated 6/25/2025 to Master Equipment Lease Purchase Agreement dated 6/25/2025, by and between Lessee and Lessor and any duly authorized and executed amendment thereto, the terms of which are incorporated herein by reference.

"Acquisition Costs" means, with respect to the Equipment, the contract price paid or to be paid to Vendor therefore upon acquisition or delivery of any portion of the Equipment in accordance with the purchase order or contract therefore. Acquisition Costs include the administrative, engineering, legal, financial and other costs incurred by the Lessee in connection with the acquisition, delivery and financing by Lessor of the Equipment.

"Acceptance Certificate" means an acceptance certificate in the form attached to the Agreement.

"Acquisition Fund" means the fund by that name established and held by the Escrow Agent pursuant to Article II of this Escrow Agreement.

"Closing Date" means the day when Lessor deposits with the Escrow Agent the moneys required to be deposited pursuant to Article II.

"Equipment" means the personal property described in the Agreement, together with any and all modifications, additions and alterations thereto, to be acquired from the moneys held in the Acquisition Fund.

"Escrow Agent" means Community First National Bank or any successor thereto acting as Escrow Agent pursuant to this Escrow Agreement.

"Escrow Agreement" means this Escrow Agreement and any duly authorized and executed amendment thereto.

"Independent Counsel" means an attorney duly admitted to the practice of law before the highest court of the State in which he maintains an office and who is not an employee of Lessor, the Escrow Agent or the Lessee.

"Lessee Representative" means the representative of Lessee or a person authorized by the Lessee to act on its behalf under or with respect to this Agreement.

"Lessor Representative" means the President, any Vice President or Assistant Vice President of Lessor, or any person authorized to act on behalf of Lessor under or with respect to this Agreement, as evidenced by a certificate conferring such authorization executed by the President, any Vice President or Assistant Vice President of Lessor, given to the Lessee or the Lessee Representative.

"Payment Date" means the date upon which any Rental Payment under the Agreement is due and payable, as set forth in the Payment Schedule.

"Payment Request Form" means the document substantially in the form attached hereto as Exhibit A to be executed by Lessee and Lessor and submitted to Escrow Agent to authorize payment of Acquisition Costs.

"Qualified Investments" means (i) direct general obligations of the United States of America; (ii) obligations guaranteed by the United States; (iii) general obligations of the agencies and instrumentalities of the United States; (iv) certificates of deposit, time deposits or demand deposits with a bank or savings institution qualified as a depository of public funds in the State of Kansas, provided that such certificates of deposit, time deposits or demand deposits, if not insured by the Federal Deposit Insurance Corporation of the Federal Savings and Loan Insurance Corporation, are fully secured by obligations described in Clauses (i), (ii) or (iii); (v) money market funds, the assets of which are obligations of or guaranteed by the United States of America and which funds are rated "Aaa" by Moody's Investors Service or "Am" or "Am-G" by Standard & Poor's Corporation.

"Rental Payments" means the basic payments payable by Lessee to Lessor pursuant to the provisions of the Agreement during the term thereof which are payable in conjunction of the right of Lessee to use the Equipment during the then current portion of the term of the Agreement.

"Term of the Agreement" means the time during which the Agreement is in effect, as provided in Article III of the Agreement.

"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased will purchase or has ordered the Equipment or with whom Lessor has contracted for the acquisition of the Equipment.

Section 1.03. Authorization. Each of the parties hereby represents and warrants that it has full legal authority and is duly empowered to enter into this Agreement, and has taken all actions necessary to authorize the execution of this Agreement by the officers and person signing it.

## ARTICLE II. ACQUISITION FUND

Section 2.01. Acquisition Fund. Escrow Agent shall establish a special fund designated as the "Acquisition Fund"; shall keep such Acquisition Fund separate and apart from all other funds and moneys held by it; and shall administer such funds as expressly provided hereunder.

Section 2.02. Deposit of Moneys by Lessor. At the Closing Date, Lessor shall deposit with the Escrow Agent the amount of \$816,739.49. Escrow Agent shall credit said amount to the Acquisition Fund established and to be held, applied and disbursed as herein provided.

**Section 2.03. Purpose; Payment of Acquisition Costs.** The Acquisition Fund shall be expended for the Acquisition Costs of the Equipment. Escrow Agent shall pay from the Acquisition Fund the Acquisition Costs of the Equipment, upon receipt from Lessee and Lessor the following items:

- (a) in the case of payment of any Acquisition Costs to Vendor pursuant to a contract or purchase order, (1) a duly executed Payment Request Form, with a true copy of the Vendor's statement attached, (2) where applicable, a duplicate original of any change order approved by Lessee and Lessor increasing Acquisition Costs in an amount in excess of the original purchase order or contract price, (3) receipts from the Vendor showing proper application of prior requisitions, (4) bills of sale for any component of the Equipment for which a bill of sale may be delivered, and (5) an Acceptance Certificate with respect to the Equipment for which disbursement is requested;
- (b) in the case of any Acquisition Costs previously paid by Lessee for which it is seeking reimbursement, (1) a duly executed Payment Request Form, (2) a true copy of Vendor's statement for such Acquisition Costs, (3) evidence of payment, and (4) evidence of Lessee's declaration of official intent for reimbursement, which declaration shall have been made no later than 60 days after the Lessee paid the Acquisition Costs; or
- (c) in the case of payment of any other Acquisition Costs, a duly executed Payment Request Form.

**Section 2.04. Escrow Agent's Compensation.** As compensation for the services to be rendered hereunder, Lessee agrees to pay the Escrow Agent \$175.00 ("Escrow Agent's Compensation"). The Escrow Agent's Compensation shall be payable from interest earnings on the escrow account and will be paid upon disbursement of proceeds to the vendor and closing of the escrow account. If the interest earnings on the escrow account are not sufficient to pay the Escrow Agent's Compensation, Escrow Agent shall provide Lessee with an invoice for the shortfall and Lessee shall pay such amount to Escrow Agent upon demand. If funds remain in the Acquisition Fund, excluding Acquisition Costs and Escrow Agent's Compensation, after the full delivery and acceptance of the Equipment, then Lessee and Lessor agree such excess funds shall be retained by Escrow Agent as partial compensation for the performance of its obligations hereunder.

**Section 2.05. Transfers Upon Completion.** Upon the first to occur of (a) payment of all Acquisition Costs with respect to the Equipment; or (b) the one year anniversary of the Closing Date, Escrow Agent shall apply all remaining moneys in the Acquisition Fund to the next Rental Payment(s) due under the Agreement by paying such moneys directly to the Lessor or its assignees.

**Section 2.06. Termination.** If this Escrow Agreement is terminated by Lessor as authorized under Article VII and the Agreement, all moneys in the Acquisition Fund shall be paid to Lessor or assignees for application against moneys due to Lessor under the Agreement. In the event that Lessor provides to the Escrow Agent written notice of the occurrence of an Event of Default under the Agreement or the termination of the Agreement for any reason other than Lessee's payment of the applicable Purchase Option Price, Escrow Agent shall immediately remit any and all funds in the Acquisition Fund to Lessor.

### **ARTICLE III. MONEYS IN FUNDS: INVESTMENTS; TERMINATION**

**Section 3.01. Held in Trust.** The moneys and investments held by the Escrow Agent under this Escrow Agreement are irrevocably held in trust for the benefit of the Lessee and for the purposes herein specified. Such moneys, and any income or interest earned thereon, shall be expended only as provided in this Escrow Agreement, and shall not, to the extent permitted by applicable law, as otherwise expressly provided herein, be subject to levy or attachment or lien by or for the benefit of any creditor of either Lessor or Lessee.

**Section 3.02. Investments Authorized.** Moneys held by the Escrow Agent hereunder may be invested, and upon written order of the Lessee Representative shall, be invested by the Escrow Agent in Qualified Investments. Such investments shall be registered in the name of the Escrow Agent and held by Escrow Agent which may act as a purchaser or agent in making or disposing thereof. Such investments and reinvestments shall be made giving full consideration for the time when funds will be required to be available for acquisition.

**Section 3.03. Accounting.** The Escrow Agent shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with this Escrow Agreement.

**Section 3.04. Valuation and Disposition of Investments.** For the purpose of determining the amount in the Acquisition Fund, all Qualified Investments credited to such fund shall be valued at cost (exclusive of accrued interest after the first interest payments following purchase). Escrow Agent may sell at the best price obtainable, or present for redemption, any Qualified Investment so purchased by Escrow Agent, whenever it shall be necessary in order to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the Acquisition Fund to which such Qualified Investment is credited and Escrow Agent shall not be liable or responsible for any loss resulting from such investment.

**Section 3.05. Deposit of Moneys in Acquisition Fund.** All moneys held by the Escrow Agent in the Acquisition Fund established pursuant to this Agreement, except such moneys which are at the time invested as herein provided, shall be deposited in demand or time deposits (which may be represented by time certificates of deposit) in any bank or trust company authorized to accept deposits of public funds (including the banking department of the Escrow Agent), and, as and to the extent required by law, shall be secured at all times by obligations which are eligible by law to secure deposits of public moneys. Such obligations shall be deposited with such bank or banks as may be selected by Escrow Agent, and held by or for the account of the Escrow Agent as security for such deposits.

**Section 3.06. Termination.** Unless earlier terminated pursuant to Article VII, this Escrow Agreement shall terminate upon the final distribution of all moneys in the Acquisition Fund.

### **ARTICLE IV. THE ESCROW AGENT**

**Section 4.01. Removal of Escrow Agent.** The Lessee and Lessor, by written agreement between themselves, may by written request, at any time and for any reason, remove the Escrow Agent and any successor thereto, and shall thereupon appoint a successor or successors thereto, but any such successor shall have capital (exclusive of borrowed capital) and surplus of at least Ten Million Dollars (\$10,000,000), and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, pursuant to statute or to the requirements of any federal or state supervising or examining authority, to, then for the purposes of this Section the combined capital and surplus of such bank or trust company may be conclusively established for the purposes hereby in its most recent report of condition so published.

**Section 4.02. Resignation of Escrow Agent.** The Escrow Agent or any successor may at any time resign by giving written notice to the Lessee and Lessor of its intention to resign and of the proposed date of resignation, which shall be a date not less than 60 days after such notice, unless an earlier resignation date and the appointment of a successor Escrow Agent shall have been or are approved by Lessee and Lessor. Upon receiving such notice of resignation, the Lessee and Lessor shall promptly appoint a successor Escrow Agent by an instrument in writing; provided however, that in the event the Lessee and Lessor fail to appoint a successor Escrow Agent within 30 days following receipt of such written notice of resignation, Lessor may appoint a successor Escrow Agent, and in the event that Lessor fail to appoint a successor Escrow Agent within 30 days following the expiration of such initial 30-day period, the resigning Escrow Agent may petition the appropriate court having jurisdiction to appoint a successor Escrow Agent. Any resignation or removal of the Escrow Agent shall become effective only upon acceptance of appointment by the successor Escrow Agent.

**Section 4.03. Appointment of Agent.** The Escrow Agent may appoint an agent acceptable to the Lessee and Lessor to exercise any of the powers, rights or remedies granted to the Escrow Agent under this Escrow Agreement, and to hold title to property or to take any other action which may be desirable or necessary.

**Section 4.04. Merger or Consolidation.** Any company into which the Escrow Agent may be merged or converted, or with which it may be consolidated, or any company resulting from any merger, conversion or consolidation to which it shall be a party, or any company to which the Escrow Agent may sell or transfer all or substantially all of its corporate trust business (provided that such company shall be eligible under Section 4.02) shall be the successor to the Escrow Agent without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.



**Section 4.05. Protection and Rights of the Escrow Agent.** The Escrow Agent shall be protected and shall incur no liability in acting or proceeding in good faith upon any resolution, notice, telegram, request, consent, waiver, certificate, statement, affidavit, voucher, bond, requisition or other paper or document which it shall in good faith believe to be genuine and to have been passed or signed by the proper board or person or to have been prepared and furnished pursuant to any of the provisions of this Escrow Agreement, and the Escrow Agent shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements. The Escrow Agent may consult with Independent Counsel who may be counsel to Lessor or Lessee, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith in accordance therewith.

Whenever in the administration of its duties under this Escrow Agreement, the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matters (unless other evidence in respect thereof be herein specifically prescribed), shall be deemed to be conclusively proved and established by the certificate of the Lessee Representative or the Lessor Representative and such certificate shall be full warranty to the Escrow Agent for any action taken or suffered under the provisions of this Escrow Agreement upon the faith thereof, but in its discretion the Escrow Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

The recitals, statements and representations by Lessee and Lessor contained in this Agreement shall be taken and construed as made by and on the part of the Lessee and Lessor, as the case may be, and not by the Escrow Agent, and the Escrow Agent does not assume, and shall not have, any responsibility or obligation for the correctness of any thereof.

The Escrow Agent may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, or receivers, and shall be entitled to advice of counsel concerning all matters of trust and its duty hereunder, and the Escrow Agent shall not be answerable for the default or misconduct of any such attorney, agent, or receiver selected by it with reasonable care. The Escrow Agent shall not be answerable for the exercise of any discretion or power under this Escrow Agreement or for anything whatsoever in connection with the funds and accounts established hereunder, except only for its own willful misconduct or gross negligence.

## **ARTICLE V. ASSIGNMENTS; AMENDMENTS**

**Section 5.01. Assignment.** Except as expressly herein provided to the contrary; the rights and duties of each of the parties under this Escrow Agreement shall not be assignable to any person or entity without the written consent of all of the other parties. Notwithstanding the above, Lessor may freely assign all or any part of its interest in this Agreement and the Acquisition Fund established hereunder in connection with an assignment by Lessor of the Agreement, subject to the provisions contained therein.

**Section 5.02. Amendments.** This Escrow Agreement may be amended in writing by agreement among all of the parties.

## **ARTICLE VI. FURTHER ASSURANCES**

**Section 6.01. Further Assurances.** Lessor and Lessee will make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Escrow Agreement, and for better assuring and confirming the rights and benefits provided herein.

## **ARTICLE VII. DEFAULT OR NON-APPROPRIATION**

**Section 7.01. Default.**

- (a) Lessor shall have the right to terminate this Escrow Agreement upon an Event of Default under the Agreement, or termination of the Agreement pursuant to Section 4.05 thereof, which right shall not be exercised less than 15 days after Lessor shall have given Lessee written notice of such default or termination for non-appropriation. Upon receipt of notice of termination from Lessor, Escrow Agent shall pay to Lessor, or its assignee, all moneys in the Acquisition Fund in accordance with Section 2.06.
- (b) In the event of the failure by any party hereto to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Escrow Agreement, any non-defaulting party hereto shall have all of the rights and remedies now or hereafter existing at law or in equity against the defaulting party.
- (c) No delay or omission to exercise any such right or power accruing upon any default shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

## **ARTICLE VIII. LIMITATION OF LIABILITY**

**Section 8.01. Limited Liability of Escrow Agent.** Escrow Agent shall have no obligation or liability to any of the other parties under this Escrow Agreement for the failure or refusal of any other party to perform any covenant or agreement made by any of it hereunder or under the Agreement, but shall be responsible solely for the business-like performance of the duties expressly imposed upon Escrow Agent hereunder. The recitals of facts, covenants and agreements herein contained pertaining to Lessee and Lessor shall be taken as statement, covenants and agreements of the Lessee or Lessor (as the case may be), and Escrow Agent assumes no responsibility for the correctness of the same, or makes any representation as to the validity or sufficiency of this Escrow Agreement, or shall incur any responsibility in respect thereof, other than in connection with the duties or obligations herein imposed upon it. Escrow Agent shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

**Section 8.02. Indemnification.** To the extent permitted by applicable law, Lessee agrees to indemnify and save Escrow Agent harmless from and against all claims, suits and actions brought against it, or to which it is made a party, and from all losses and damages, including without limitation reasonable, attorney fees and court costs suffered by it as a result thereof, where such claim, suit or action arises in connection with this Escrow Agreement, the transactions described herein and in the Agreement or the Escrow Agent's employment as an Escrow Agent by Lessee and Lessor. Notwithstanding the foregoing, such indemnification shall not extend to claims, suits and actions brought against the Escrow Agent for failure to perform and carry out the duties specifically imposed upon and to be performed by it pursuant to this Escrow Agreement and claims, suits or actions arising from events solely and directly attributable to acts of Lessor. In the event the Lessee is required to indemnify Escrow Agent as herein provided, Lessee shall be subrogated to the rights of the Escrow Agent to recover such losses or damages from any other person or entity.

**Section 8.03. Discretion of Escrow Agent to File Civil Action in the Event of Dispute.** If Lessor or Lessee are in disagreement about the interpretation of this Escrow Agreement, or about the rights and obligations, or the propriety of any action contemplated by Escrow Agent hereunder, Escrow Agent may, but shall not be required to, file an appropriate civil action to resolve the disagreement. Escrow Agent shall be indemnified by Lessee in accordance with Section 8.02 for all costs in connection with such civil action, and shall be fully protected in suspending all or part of its activities under this Escrow Agreement until a final judgment in such action is received.

**Section 8.04. Opinion of Counsel.** Before being required to take any action, the Escrow Agent may require (i) an opinion of Independent Counsel acceptable to the Escrow Agent, which counsel may be counsel to any of the parties hereto, and which opinion shall be made available to the other parties hereto, or (ii) a verified certificate of any party hereto, or (iii) both (i) and (ii), concerning the proposed action. Escrow Agent shall be absolutely protected in relying thereon if it does so in good faith.

**Section 8.05. Limitation of Rights to Parties.** Nothing in this Escrow Agreement, expressed or implied, is intended or shall be construed to give any person other than the Lessee, Lessor or the Escrow Agent any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenant, condition or provision hereof; and all such covenants, conditions and provisions are and shall be for the sole and exclusive benefit of the Lessee, Lessor and Escrow Agent.

## ARTICLE IX. MISCELLANEOUS

Section 9.01. Records. The Escrow Agent shall keep complete and accurate records of all moneys received and disbursed under this Escrow Agreement, which shall be available for inspection by the Lessee, Lessor, or the agent of either of them, at any time during regular business hours.

Section 9.02. Notices. All written notice to be given under this Escrow Agreement shall be given by mail to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other parties in writing from time to time. Any such notice shall be deemed to have been received 72 hours after deposit in the United States mail in registered or certified form, with postage fully prepaid.

Section 9.03. Governing Laws. This Escrow Agreement shall be construed and governed in accordance with the laws of the State of Kansas.

Section 9.04. Partial Invalidity. Any provision of this Escrow Agreement found to be prohibited by laws shall be ineffective only to the extent of such prohibition, and shall not invalidate the remainder of this Escrow Agreement.

Section 9.05. Binding Effect: Successors. This Escrow Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Whenever in this Escrow Agreement any party hereto is named or referred to, such references shall be deemed to include permitted successors or assigns thereof, and all covenants and agreements contained in this Escrow Agreement by or on behalf of any party hereto shall bind and inure to the benefit of permitted successors and assigns thereof whether or not so expressed.

Section 9.06. Execution in Counterparts. This Escrow Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

Section 9.07. Headings. The headings or titles of the several Articles and Sections hereof, and any tables of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Escrow Agreement. All references herein to "Articles", "Sections", and other subdivisions are to the corresponding Articles, Sections, or subdivisions of this Escrow Agreement; and the words "herein", "hereof", "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision hereof.

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

### ESCROW AGENT:

Community First National Bank  
215 S. Seth Child Road  
Manhattan, KS 66502

---

Blake Kaus, VP

### LESSOR:

Community First National Bank  
215 S. Seth Child Road  
Manhattan, KS 66502

---

Blake Kaus, VP

### LESSEE:

Key Largo Fire Rescue and Emergency Medical Services  
District  
PO Box 371023  
Key Largo, FL33037

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Anthony Allen, Chairman

**EXHIBIT A  
PAYMENT REQUEST FORM**

Community First National Bank, Escrow Agent under an Escrow Agreement dated as of 6/25/2025, by and among the said Escrow Agent, Community First National Bank (Lessor), and the Key Largo Fire Rescue and Emergency Medical Services District, (Lessee) is hereby requested to pay, from the Equipment Acquisition Fund held under said Escrow Agreement, to the persons, firms or corporation designated below as payee, the amount set forth opposite each such person's firm's or corporation's name, in payment of the Acquisition Costs (as defined in said Escrow Agreement) of the Equipment described on the attached page(s) designated opposite such Payee's name and account.

<u>Payee</u>	<u>Equipment</u>	<u>Amount</u>

**VOID**

**TO BE UTILIZED AS A SIGNATURE CARD ONLY**

By executing this Payment Request Form the Lessee hereby represents that the Payee or Payees listed above who are requesting payment have delivered the Equipment or a portion of the Equipment or performed the services to the satisfaction of the Lessee and that the amounts requested above by the Payee or Payees are proportionate with the value of the Equipment delivered or services rendered by the Payee or Payees.

**Partial Disbursement.** The undersigned certifies that the following documents are attached to this Payment Request Form when there is a request for a partial release of funds from the Escrow Account to pay for a portion of the Equipment: (1) Invoice from the Vendor, (2) copy of the agreement between Lessee and Vendor (if requested by the Lessor or Escrow Agent), (3) front and back copy of the original MSO/Title (if payment from Escrow Account is for a chassis) listing Community First National Bank and/or its assigns as the first lien holder. By executing this Payment Request Form and attaching the documents as required above, the Lessee shall be deemed to have accepted this portion of the Equipment for all purposes under the Lease, including, without limitation, the obligation of Lessee to make the Rental Payments with respect thereto in a proportionate amount of the total Rental Payment. By executing this Payment Request Form Lessee agrees that Lessee is the title owner to this portion of the Equipment and that in the event that any third party makes a claim to such title that Lessee will take all measures necessary to secure title including, without limitation, the appropriation of additional funds to secure title to this portion of the Equipment and keep the Lease in full force and effect.

**Final Disbursement.** The undersigned certifies that the following documents are attached to this Payment Request Form when there is a final release of funds from the Escrow Account: (1) Final Vendor Invoice, (2) Signed Acceptance Certificate, (3) Insurance Certificate, (4) front and back copy of the original MSO/Title listing Community First National Bank and/or its assigns as first lien holder (if not already received). By executing this Payment Request Form and attaching the documents as required above, the Lessee shall be deemed to have accepted the Equipment for all purposes under the Lease, including, without limitation, the obligation of Lessee to make the Rental Payments with respect thereto. By executing this Payment Request Form Lessee certifies that Lessee is the title owner to the Equipment and that in the event that any third party makes a claim to such title that Lessee will take all measures necessary to secure title including, without limitation, the appropriation of additional funds to secure title to the Equipment and keep the Lease in full force and effect.

**LESSEE:**

Key Largo Fire Rescue and Emergency Medical Services District

\_\_\_\_\_  
Anthony Allen, Chairman

\_\_\_\_\_  
Signature

*Signature of additional authorized individual (optional)*

\_\_\_\_\_  
Name and Title

# **TAX COMPLIANCE AGREEMENT AND NO ARBITRAGE CERTIFICATE**

**This Tax Compliance Agreement and No Arbitrage Certificate is issued in connection with that certain Schedule of Equipment No. 01, dated 6/25/2025 to Master Equipment Lease Purchase Agreement dated as 6/25/2025 by and between Community First National Bank, ("Lessor") and Key Largo Fire Rescue and Emergency Medical Services District ("Lessee").**

## **1. In General.**

1.1. This Certificate is executed for the purpose of establishing the reasonable expectations of Lessee as to future events regarding the financing of certain equipment by Lessee as described in the Schedule of Equipment No. 01, dated 6/25/2025 to Master Equipment Lease Purchase Agreement dated as of 6/25/2025 (the "Lease") between Lessor and Lessee and all related documents executed pursuant thereto and contemporaneously herewith with respect to the financing of the acquisition of One (1) New Rosenbauer Pumper-Tanker Truck of equipment (the "Equipment") by Lessor for Lessee (the Lease and such other documents are hereinafter collectively referred to as the "Financing Documents").

1.2. The individual executing this Certificate on behalf of Lessee is an officer of Lessee delegated with the responsibility of reviewing and executing the Financing Documents.

1.3. To the best of the undersigned's knowledge, information and belief, the expectations contained in this Certificate are reasonable.

1.4. Lessee has not been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer whose certifications as to arbitrage may not be relied upon.

1.5. The rental payments due under the Financing Documents will be made with monies retained in Lessee's general operating fund (or an account or sub account therein). No sinking, debt service, reserve or similar fund or account will be maintained for the payment of the rental payments due under the Financing Documents or pledged as security therefor.

1.6. If any other governmental obligations were or are being issued by or on behalf of Lessee within fifteen (15) days of the date of issuance of the Financing Documents, such obligations either (i) were not or are not being issued or sold pursuant to a common plan of financing with, or (ii) will not be paid out of substantially the same source of funds as, the financing pursuant to the Financing Documents.

## **2. Purpose of the Financing Documents.**

2.1. The Financing Documents are being entered into for the purpose of providing funds for financing the cost of acquiring, equipping and installing the Equipment which is essential to the governmental functions of Lessee, which Equipment is described in the Equipment Description executed and delivered by Lessee pursuant to the Financing Documents. The principal amount represented by the Financing Documents, or \$816,739.49 will be deposited in escrow by Lessor at closing and held by Community First National Bank, as Escrow Agent (the "Escrow Agent") pending acquisition of the Equipment under the terms of that certain Escrow Agreement dated as of 6/25/2025 (the "Escrow Agreement"), by and among Lessor, Lessee and Escrow Agent.

2.2. No portion of the principal amount represented by the Financing Documents will be used as a substitute for other funds which were otherwise to be used as a source of financing for the Equipment, or will be used, directly or indirectly, to replace funds used by Lessee to acquire investments which produce a yield materially higher than the yield to Lessor under the Financing Documents.

2.3. Lessee does not expect to sell or otherwise dispose of the Equipment, in whole or in part, at a date which is earlier than the final rental payment due under the Financing Documents.

## **3. Source and Disbursement of Funds.**

3.1. The principal amount represented by the Financing Documents does not exceed the amount necessary for the governmental purpose for which the Financing Documents were entered into. Such funds are expected to be needed and fully expended for payment of the costs of acquiring, equipping and installing the items of Equipment.

3.2. It is contemplated that the entire amount deposited in escrow will be used to pay the acquisition cost of Equipment to the vendors or manufacturers thereof, provided that a portion of the principal amount may be paid to Lessee within such period as reimbursement for Acquisition Costs already made by it so long as the conditions set forth in Section 3.3 below are satisfied.

3.3. Lessee shall not request that it be reimbursed for Equipment acquisition cost payments already made by it unless the following conditions have been satisfied:

- (a) Lessee made a declaration of its reasonable intention to reimburse the acquisition cost payment sought to be reimbursed with the proceeds of a borrowing not later than sixty (60) days after the date on which it made the payment, which declaration satisfies the "Official Intent Requirement" set forth in Treas. Reg. Sec. 1.150-2;
- (b) The reimbursement being requested will be made by written allocation before the later of eighteen (18) months after the acquisition cost payment was made or eighteen (18) months after the items of Equipment to which such payment relates were placed in service;
- (c) The entire payment with respect to which reimbursement is being sought is a capital expenditure, being a cost of type properly chargeable to a capital account under general federal income tax principles; and
- (d) Lessee will use any reimbursement payment for general operating expenses and not in a manner which could be construed as an artifice or device under Treas. Reg. Sec. 1.148-10 by, virtue of, among other things, use to refund, or to create or increase a sinking, reserve or replacement fund with respect to, any other obligations issued by it.

## **4. Temporary Period.**

4.1. Lessee expects, within six months from the date of issuance of the Financing Documents, (a) to have had disbursed from escrow an amount in excess of the lesser 2 1/2% of the amount deposited by Lessor in escrow or \$100,000, or (b) to enter into binding obligations with third parties obligating Lessee to spend such amount.

4.2. The ordering and acceptance of the items of Equipment will proceed with due diligence to the date of final acceptance of the Equipment.

4.3. The items of Equipment being acquired by Lessee will be delivered at various times. At least 15% of the sum of the amount deposited in escrow and the reasonably anticipated interest earnings thereon will be used to pay the acquisition price of items of Equipment within six months from the date of issuance of the Financing Documents; at least 60% of the sum of the amount deposited in escrow and the reasonably anticipated interest earnings thereon will be used to pay the acquisition cost of items of Equipment within 12 months from the date of issuance of the Financing Documents; and 100% of the amount deposited in escrow and interest earnings thereon will be used to pay the acquisition cost of items of Equipment prior to 18 months from the date of issuance of the Financing Documents.

4.4. The total acquisition cost of the Equipment is not required to be paid to the vendors or manufacturers thereof until the Equipment has been accepted by Lessee.

## **5. Escrow Account.**

5.1. The Financing Documents provide that the monies deposited in escrow shall be invested until payments to the vendor(s) or manufacturer(s) of the Equipment are due. Lessee will ensure that such investment will not result in Lessee's obligations under the Financing Documents being treated as an "arbitrage bond" or a "federally guaranteed bond" within the meaning of Section 148(a) or Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code"), respectively. Any monies which are earned from the investment of these funds shall be labeled as interest earned. All such monies will be disbursed on or promptly after the date that Lessee accepts the equipment.

**6. Exempt Use.**

6.1. No part of the proceeds of the Financing Documents or the Equipment will be used in any "private business use" within the meaning of Section 141(b)(6) of the Internal Revenue Code of 1986, as amended.

6.2. No part of the proceeds of the Financing Documents will be used, directly or indirectly, to make or finance any loans to non-governmental entities or to any governmental agencies other than Lessee.

**7. No Federal Guarantee.**

7.1. Payment of the principal or interest due under the Financing Documents is not directly or indirectly guaranteed, in whole or in part, by the United States or an agency or instrumentality thereof.

7.2. No portion of the proceeds under the Financing Documents shall be (i) used in making loans, the payment of principal or interest of which are to be guaranteed, in whole or in part, by the United States or any agency or instrumentality thereof, or (ii) invested, directly or indirectly, in federally insured deposits or accounts if such investment would cause the financing under the Financing Documents to be federally guaranteed within the meaning of Section 149(b) of the Code.

**8. Miscellaneous.**

8.1. Lessee agrees to comply with the rebate requirement set forth in Section 148(f) of the Code in the event that for any reason it is applicable to the financing pursuant to Financing Documents.

8.2. Lessee shall keep a complete and accurate record of all owners or assignees of the Financing Documents in form and substance satisfactory to comply with Section 149(a) of the Code unless Lessor or its assignee agrees to act as Lessee's agent for such purpose.

8.3. Lessee shall maintain complete and accurate records establishing the expenditure of the proceeds of the Financing Documents and interest earnings thereon for a period of five years after payment in full under the Financing Documents.

IN WITNESS WHEREOF, this Tax Compliance Agreement and No Arbitrage Certificate has been executed on behalf of Lessee as of the date set forth below.

**LESSEE:**

Key Largo Fire Rescue and Emergency Medical Services  
District

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Anthony Allen, Chairman

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Date

**Information Return for Tax-Exempt Governmental Bonds**

► Under Internal Revenue Code section 149(e)

► See separate instructions.

**Caution:** If the issue price is under \$100,000, use Form 8038-GC.► Go to [www.irs.gov/F8038G](http://www.irs.gov/F8038G) for instructions and the latest information.

OMB No. 1545-0047

**Part I Reporting Authority**Check box if Amended Return ► ☐

<b>1</b> Issuer's name		<b>2</b> Issuer's employer identification number (EIN)
<b>3a</b> Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		<b>3b</b> Telephone number of other person shown on 3a
<b>4</b> Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	<b>5</b> Report number (For IRS Use Only) 3
<b>6</b> City, town, or post office, state, and ZIP code		<b>7</b> Date of issue
<b>8</b> Name of issue		<b>9</b> CUSIP number
<b>10a</b> Name and title of officer or other employee of the issuer whom the IRS may call for more information		<b>10b</b> Telephone number of officer or other employee shown on 10a

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

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

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

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
<b>21</b>		\$	\$ N/A	years	%

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

<b>22</b> Proceeds used for accrued interest . . . . .	<b>22</b>
<b>23</b> Issue price of entire issue (enter amount from line 21, column (b)) . . . . .	<b>23</b>
<b>24</b> Proceeds used for bond issuance costs (including underwriters' discount) . . . . .	<b>24</b>
<b>25</b> Proceeds used for credit enhancement . . . . .	<b>25</b>
<b>26</b> Proceeds allocated to reasonably required reserve or replacement fund . . . . .	<b>26</b>
<b>27</b> Proceeds used to refund prior tax-exempt bonds. Complete Part V . . . . .	<b>27</b>
<b>28</b> Proceeds used to refund prior taxable bonds. Complete Part V . . . . .	<b>28</b>
<b>29</b> Total (add lines 24 through 28) . . . . .	<b>29</b>
<b>30</b> Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here) . . . . .	<b>30</b>

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

<b>31</b> Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded . . . . . ►	years
<b>32</b> Enter the remaining weighted average maturity of the taxable bonds to be refunded . . . . . ►	years
<b>33</b> Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) . . . . . ►	
<b>34</b> Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	

**Part VI Miscellaneous**

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

**Signature and Consent**

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative	Date	Type or print name and title
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**Paid Preparer Use Only**

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name ►			Firm's EIN ►	
Firm's address ►			Phone no. ►	



215 S. Seth Child Road  
Manhattan, KS 66502  
Phone: 888.777.7850  
Fax: 888.777.7875  
[www.clpusa.net](http://www.clpusa.net)

July 10, 2025

Jennifer Johnson  
Key Largo Fire Rescue and Emergency Medical Services District  
PO Box 371023  
Key Largo, FL 33037

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**RE: Financing for One (1) New Rosenbauer Pumper-Tanker Truck**

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Dear Jennifer,

Thank you for the opportunity to work with Key Largo Fire Rescue and Emergency Medical Services District on your financing project!

This package includes the documentation with instructions to complete financing of the equipment.

Community First National Bank is listed as Lessor to this Agreement. Community Leasing Partners is a division of Community First National Bank and is the exclusive marketing, origination and placement agent for the bank.

Please return all documents with original signatures by 7/2/2025 to avoid any potential change in the payments or interest rate.

**This Agreement requires three different signers from the Key Largo Fire Rescue and Emergency Medical Services District and an attorney's opinion letter.**

Signer 1 - Anthony Allen, Chairman  
Signer 2 - George Mirabella, Vice Chairman  
Signer 3 - Kenny Edge, Secretary

Upon receipt of all listed documents; delivery of the equipment and your approval of the equipment invoice; we will remit payment to the vendor. This transaction is subject to acceptance of the documentation and final review and approval by the Lessor.

If you have any questions regarding the documentation, please feel free to contact me at 888.777.7850.

Respectfully,

*Sean Keating*

Sean Keating  
Documentation Associate



# Documentation Instructions

## ◇ MASTER EQUIPMENT LEASE PURCHASE AGREEMENT

- ☐ Anthony Allen - sign where indicated

## ◇ Exhibit A – SCHEDULE OF EQUIPMENT

- ☐ Anthony Allen - sign where indicated

## ◇ Attachment I – EQUIPMENT DESCRIPTION

- ☐ Provide physical location where the equipment will be kept after delivery/installation

## ◇ Attachment 2 –PAYMENT SCHEDULE

- ☐ Anthony Allen - sign where indicated

## ◇ Exhibit B – LESSEE RESOLUTION

- ☐ Print the date the Resolution is being signed
- ☐ Print the date of the meeting in which the financing was approved
- ☐ Anthony Allen - sign as “Authorized Signer”
- ☐ Complete the lessee’s fiscal year start and end months
- ☐ George Mirabella - attest the Resolution as “Attested By”
- ☐ Kenny Edge - sign and print name as “Certified By”

## ◇ Exhibit C - OPINION OF COUNSEL

- ☐ Request your legal counsel provide an Opinion of Counsel using the example provided; retyped on his/her letterhead with their signature (*If counsel would like changes, he/she must first contact CLP*)

## ◇ Exhibit D - ACCEPTANCE CERTIFICATE

- ☐ Anthony Allen - sign and date where indicated

## ◇ TITLE REGISTRATION & SECURITY INTEREST CERTIFICATION

- ☐ Anthony Allen - sign where indicated

## ◇ BANK QUALIFIED CERTIFICATE

- ☐ Anthony Allen - sign where indicated

## ◇ INSURANCE COVERAGE REQUIREMENTS

- ☐ Provide Agent’s contact information
- ☐ Anthony Allen - sign where indicated

## ◇ INVOICE INSTRUCTIONS

- ☐ Complete contact information for payment billing invoices

## ◇ NOTICE OF ASSIGNMENT

- ☐ Anthony Allen - sign where indicated

## ◇ ESCROW AGREEMENT

- ☐ Anthony Allen - sign where indicated

## ◇ Exhibit A- PAYMENT REQUEST FORM/ SIGNATURE CARD

- ☐ Anthony Allen - sign where indicated

## ◇ TAX COMPLIANCE WITH NO ARBITRAGE

- ☐ Anthony Allen - sign and date where indicated

## ◇ 8038 - IRS Form

- ☐ Verify employer identification number in Box 2, Complete Boxes 10a & 10b
- ☐ Anthony Allen - sign and date where indicated under “Signature and Consent”

### Conditions to Funding

*If, for any reason: (i) the required documentation is not returned by 7/2/2025, or has unresolved issues relating thereto, or (ii) on, or prior to the return of the documentation, there is a change of circumstances which adversely affects the expectations, rights or security of the Lessor or its assignees; then Lessor or its assignees reserves the right to adjust the quoted interest rate or withdraw/void its offer to fund this transaction in its entirety.*

*This contract is being issued based upon review of credit and financial materials provided by lessee that resulted in a credit approval decision. CLP is committed to working with the lessee on this transaction throughout the entire process. Failure to complete the lease in its entirety may result in a \$500 documentation fee being charged. This fee is for credit analysis, drafting of the contract, overnight services and expenses incurred in processing this agreement.*

# MASTER EQUIPMENT LEASE PURCHASE AGREEMENT

**LESSEE: Key Largo Fire Rescue and Emergency Medical Services District**

This Master Equipment Lease Purchase Agreement, including all exhibits and schedules hereto whether currently in existence or hereafter executed (the "Agreement"), dated as of 6/25/2025, and entered into between Community First National Bank 215 S. Seth Child Rd, Manhattan, KS 66502 ("Lessor"), and Key Largo Fire Rescue and Emergency Medical Services District, PO Box 371023, Key Largo, FL 33037 a body corporate and politic duly organized and existing under the laws of the State of Florida ("Lessee");

## RECITALS

WHEREAS, Lessee desires to lease from Lessor certain equipment described in the schedules to this Agreement, substantially in the form of Exhibit A hereto, that are executed from time to time by the parties hereto (such schedules are hereby incorporated herein and are hereinafter collectively referred to as the "Schedules", and the items of equipment leased to Lessee hereunder, together with all substitutions, proceeds, replacement parts, repairs, additions, attachments, accessories and replacements thereto, thereof or therefore, are hereinafter collectively referred to as the "Equipment") subject to the terms and conditions of and for the purposes set forth in this Agreement.

WHEREAS, the relationship between the parties shall be a continuing one and items of equipment may be added to or deleted from the Equipment from time to time by execution of additional Schedules by the parties hereto and as otherwise provided herein.

WHEREAS, Lessee is authorized under the constitution and laws of the State to enter into this Agreement for the purposes set forth herein.

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

## ARTICLE I. REPRESENTATIONS, WARRANTIES AND COVENANTS OF LESSEE

Section 1.01. Lessee represents, covenants and warrants, for the benefit of Lessor and its assignees, as follows:

- (a) Lessee is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State.
- (b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and affect its existence as a body corporate and politic. Lessee is a political subdivision of the State within the meaning of Section 103(a) of the Code or a constituted authority authorized to issue obligations on behalf of a state or local governmental unit within the meaning of the regulations promulgated pursuant to said Section of the Code.
- (c) Lessee has full power and authority under the Constitution and laws of the State to enter into this Agreement and the transactions contemplated hereby, and to perform all of its obligations hereunder.
- (d) Lessee has duly authorized the execution and delivery of this Agreement by proper action by its governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the enforceability of this Agreement.
- (e) Lessee has complied or will comply with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment.
- (f) During the Lease Term, the Equipment will be used by Lessee only for the purpose of performing one or more essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than Lessee.
- (g) During the Lease Term, Lessee will annually provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement as may be reasonably requested by Lessor.
- (h) The Equipment will have a useful life in the hands of Lessee that is substantially in excess of the Original Term and all Renewal Terms.
- (i) The Equipment is, and during the Lease Term will remain personal property and when subjected to use by the Lessee, will not be or become fixtures.
- (j) The Equipment is essential to the function of the Lessee and the services provided to its citizens, and will be used throughout the period that this Agreement is in force for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of its authority.
- (k) During the term of this Agreement, Lessee will not dispose of or sell any part of the Equipment.
- (l) Lessee has not terminated a lease, rental agreement, installment purchase contract, or any other such agreement in the past five (5) years as a result of insufficient funds being appropriated for payments due under such an agreement.
- (m) This Agreement constitutes the legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.
- (n) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof.
- (o) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the current fiscal year and to meet its other obligations under this Agreement for the current fiscal year, and such funds have not been expended for other purposes.
- (p) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best knowledge of Lessee is there any basis therefore, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement or materially adversely affect the financial condition or properties of Lessee.
- (q) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of this Agreement or in connection with the carrying out by Lessee of its obligations hereunder have been obtained.
- (r) The entering into and performance of this Agreement or any other document or agreement contemplated hereby to which Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance on any assets of Lessee or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound, except as herein provided.

## ARTICLE II. DEFINITIONS

Section 2.01. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Master Equipment Lease Purchase Agreement, including the Schedules and any other schedule, exhibit or escrow agreement made a part hereof by the parties hereto, whether currently in existence or hereafter executed, as the same may be supplemented or amended from time to time in accordance with the terms hereof.

"Code" means the Internal Revenue Code of 1986, as amended, and the United States Treasury Regulations in effect thereunder.

"Commencement Date" means, with respect to any Schedule, the date when the Lease Term of this Agreement with respect to that Schedule and Lessee's obligation to pay rent under that Schedule commence, which date will be the earlier of (i) the date of the Agreement, or (ii) the date on which sufficient moneys to purchase the Equipment are deposited for that purpose with an Escrow Agent.

"Equipment" means the property described in the Schedules and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto. Whenever reference is made in this Agreement to Equipment listed in a Schedule, that reference shall be deemed to include all replacements, repairs, restorations, modifications and improvements of or to that Equipment.

"Event of Default" means, with respect to any Lease, an Event of Default described in Section 10.01.

"Escrow Agreement" means, with respect to a given Schedule, an escrow agreement in form and substance satisfactory to Lessor, between Lessee, Lessor and an escrow agent relating to the acquisition fund created thereunder.

"Lease" means, at any time, (i) if none of Lessor's interest in, to and under any Schedule has been assigned pursuant to Section 9.01, or if all of Lessor's interest in, to and under this Agreement and all Schedules have been assigned to the same assignee without any reassignment, this Agreement, or (ii) if Lessor's interest in, to and under any Schedule or Schedules has been assigned or reassigned pursuant to Section 9.01, all Schedules that have the same Lessor and this Agreement as it relates to those Schedules and the Equipment listed therein, which shall constitute a separate single lease relating to that Equipment.

"Lease Term" means, with respect to any Lease, the Original Term and all Renewal Terms of that Lease.

"Lessee" means the entity which is described in the first paragraph of this Agreement, its successors and assigns.

"Lessor" means, with respect to each Schedule and the Lease of which that Schedule is a part, (i) if Lessor's interest in, to and under that Schedule has not been assigned pursuant to Section 9.01, the entity described as such in the first paragraph of this Agreement or its successor, or (ii) if Lessor's interest in, to and under that Schedule has been assigned pursuant to Section 9.01, the assignee thereof or its successor.

"Net Proceeds" means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys' fees) incurred in the collection of such claim or award.

"Original Term" means, with respect to any Lease, the period from the first Commencement Date for any Schedule under that Lease until the end of the fiscal year of Lessee in effect at that Commencement Date.

"Purchase Option Price" means, with respect to the Equipment listed on any Schedule, the amount set forth in that Schedule as the Purchase Option Price for that Equipment.

"Renewal Terms" means, with respect to any Lease, the automatic renewal terms of that Lease, as provided for in Article III of this Agreement, each having a duration of one year and a term co-extensive with the Lessee's fiscal year except the last of such automatic renewal terms which shall end on the due date of the last Rental Payment set forth in the Schedule.

"Rental Payments" means the basic rental payments payable by Lessee pursuant to Section 4.02.

"State" means the state in which Lessee is located.

"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessee purchased or is purchasing the Equipment.

## ARTICLE III. LEASE TERM

Section 3.01. Lease of Equipment. Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment listed in each Schedule in accordance with this Agreement and that Schedule for the Lease Term for the Lease of which that Schedule is a part. The Lease Term for each Lease may be continued at the end of the Original Term or any Renewal Term for an additional Renewal Term; provided, however, that at the end of the Original Term and at the end of each Renewal Term, Lessee shall be deemed to have continued that Lease for the next Renewal Term unless Lessee shall have terminated that Lease pursuant to **Section 4.05** or **Section 5.03**. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the Schedules. Lessor hereby covenants to provide Lessee during the Lease Term with quiet use and enjoyment of the Equipment, and Lessee shall during the Lease Term peaceably and quietly have and hold and enjoy the Equipment, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement.

Section 3.02. Continuation of Lease Term. Lessee currently intends, subject to **Section 4.05**, to continue the Lease Term for each Lease through the Original Term and all of the Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Lease Term for each Lease can be obtained. The responsible financial officer of Lessee shall do all things lawfully within his or her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for the Rental Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend a Lease for any Renewal Term is solely within the discretion of the then current governing body of Lessee.

Section 3.03. Return of Equipment on Termination. Upon expiration or earlier termination of any Schedule under any provision of this Agreement at a time when Lessee does not exercise its option to purchase the Equipment described in that Schedule under the provisions of this Agreement, Lessee shall deliver, at Lessee's expense, the Equipment described in that Schedule to Lessor in the same condition as existed at the Commencement Date, ordinary wear and tear expected, packaged or otherwise prepared in a manner suitable by shipment by truck or rail common carrier at a location specified by Lessor.

Section 3.04. Conditions to Lessor's Performance under Schedules. As a prerequisite to the performance by Lessor of any of its obligations pursuant to the execution and delivery of any Schedule, Lessee shall deliver to Lessor the following:

- (a) A Lessee Resolution executed by the Clerk or Secretary or other comparable officer of Lessee, in substantially the form attached hereto as Exhibit B, completed to the satisfaction of Lessor;
- (b) An Opinion of Counsel to Lessee in substantially the form attached hereto as Exhibit C respecting such Schedule and otherwise satisfactory to Lessor;
- (c) All documents, including financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate at that time;
- (d) Such other items, if any, as are set forth in such Schedule or are reasonably required by Lessor.

This Agreement is not a commitment by Lessor to enter into any Schedule not currently in existence, and nothing in this Agreement shall be construed to impose any obligation upon Lessor to enter into any proposed Schedule, it being understood that whether Lessor enters into any proposed Schedule shall be a decision solely within Lessor's discretion.

Lessee will cooperate with Lessor in Lessor's review of any proposed Schedule. Without limiting the foregoing, Lessee will provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Schedule. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

## **ARTICLE IV. RENTAL PAYMENTS**

**Section 4.01. Rental Payments to Constitute a Current Expense of Lessee.** Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

**Section 4.02. Payment of Rental Payments.** Lessee shall pay Rental Payments, from any and all legally available funds, in lawful money of the United States of America, exclusively to Lessor or, in the event of assignment by Lessor, to its assignee, in the amounts and on the dates set forth in each Schedule. Rental Payments shall be in consideration for Lessee's use of the Equipment during the applicable year in which such payments are due. The Rental Payments will be payable without notice or demand at the office of Lessor (or such other place as Lessor may from time to time designate in writing). If any Rental Payment or other sum payable under any Schedule is not paid when due, Lessee shall pay to Lessor accrued interest on such delinquent amount from the date due thereof until paid at the lesser of 18% or the maximum rate allowed by law. In the event that it is determined that any of the interest components of Rental Payments may not be excluded from gross income for purposes of federal income taxation, Lessee agrees to pay to Lessor promptly after any such determination and on the date of each Rental Payment thereafter an additional amount determined by Lessor to compensate Lessor for the loss of such excludability (including without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive absent manifest error.

**Section 4.03. Interest and Principal Components.** A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of, principal. Each Schedule will set forth the interest component and the principal component of each Rental Payment during the Lease Term.

**Section 4.04. Rental Payments to be Unconditional.** The obligations of Lessee to make payment of the Rental Payments required under this Article IV and other sections hereof, and to perform and observe the covenants and agreements contained herein, shall be absolute and unconditional in all events, except as expressly provided under this Agreement. Notwithstanding any dispute between Lessee and Lessor, any Vendor or any other dispute between Lessee and Lessor, any Vendor or any other person, Lessee shall make all payments of Rental Payments when due and shall not withhold any Rental Payments pending final resolution of such dispute, nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such payments required under this Agreement. Lessee's obligation to make Rental Payments during the Original Term or the then-current Renewal Term for each Schedule shall not be abated through accident or unforeseen circumstances.

**Section 4.05. Non appropriation.** Lessee is obligated only to pay such Rental Payments under this Agreement (and any additional amounts due hereunder, if applicable) as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current fiscal year. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments under a Lease following the then current Original Term or Renewal Term, that Lease shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver written notice to Lessor of such termination at least 60 days prior to the end of the then current Original Term or Renewal Term, but failure to give such written notice shall not extend the term beyond such Original Term or Renewal Term.

## **ARTICLE V. TITLE TO EQUIPMENT; SECURITY INTEREST; OPTION TO PURCHASE**

**Section 5.01. Title to the Equipment.** Title to the Equipment shall be and remain in Lessor when Lessee acquires and accepts the Equipment. Title to the Equipment subject to a Lease will automatically transfer to Lessee upon payment of all Rental Payments relating thereto or payment by Lessee of the Purchase Option Price in accordance with Section 5.03 with respect thereto. In either of such events Lessor shall execute and deliver to Lessee such documents as Lessee may request to evidence the passage of legal title to the Equipment subject to such Lease to Lessee.

**Section 5.02. Personal Property.** Lessor and Lessee agree that the Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

**Section 5.03. Option to Purchase.** Lessee shall have the option to purchase Lessor's interest in all (but not less than all) of the Equipment described in any Schedule, upon giving written notice to Lessor at least 60 (but not more than 180) days before the date of purchase, at the following times and upon the following terms:

- (a) On the date of the last Rental Payment set forth in that Schedule (assuming this Agreement is renewed at the end of the Original Term and each Renewal Term), if the Agreement is still in effect on such day, upon payment in full to Lessor of the Rental Payments and all other amounts then due under that Schedule plus One Dollar;
- (b) On the last day of the Original Term or any Renewal Term then in effect, upon payment in full to Lessor of the Rental Payments and all other amounts then due under that Schedule plus the then applicable Purchase Option Price set forth in that Schedule; or
- (c) In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in that Schedule on the day specified in Lessee's written notice to Lessor of its exercise of the purchase option upon payment in full to Lessor of the Rental Payments and all other amounts then due under that Schedule, including, without limitation, interest accrued to the date of payment, plus the then applicable Purchase Option Price set forth in that Schedule.

## **ARTICLE VI. DELIVERY, MAINTENANCE; MODIFICATION; TAXES; INSURANCE AND OTHER CHARGES**

**Section 6.01. Delivery, Installation and Acceptance of Equipment.** Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the locations specified in the Schedules and pay any and all delivery and installation costs in connection therewith. When the Equipment listed in any Schedule has been delivered and installed, Lessee shall immediately accept such Equipment and evidence said acceptance by executing and delivering to Lessor an Acceptance Certificate in the form attached hereto as Exhibit D.

**Section 6.02. Location; Inspection.** Once installed, no item of the Equipment will be moved from the location specified for it in the Schedule on which that item is listed without Lessor's consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

**Section 6.03. Maintenance of Equipment by Lessee.** Lessee agrees that at all times during the Lease Term Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and that Lessee will from time to time make or cause to be made all necessary and proper repairs, replacements and renewals. Lessor shall have no responsibility in any of these matters, or for the making of improvements or additions to the Equipment. Lessee shall not make material modifications to the Equipment without the prior consent of Lessor.

**Section 6.04. Liens, Taxes, Other Governmental Charges and Utility Charges.** Lessee shall keep the Equipment free of all liens, charges and encumbrances except those created by this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes of Lessor), Lessee will pay, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment and any equipment or other property acquired by Lessee in substitution for, as a renewal or replacement of, or a modification, improvement or addition to the Equipment, as well as all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment; provided that, with respect to any governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as have accrued during the Lease Term. Lessee will take no action that will cause the interest portion of any Rental payment to become includable in gross income of the recipient for purposes of federal income taxation under the Code, and Lessee will take, and will cause its officers, employees and agents to take, all affirmative action legally within its power to prevent such interest from being includable in gross income for purposes of federal income taxation under the Code. Lessee acknowledges that Lessor's yield with respect to this Agreement is dependent upon the interest component of each Rental Payment being excluded from Lessor's income pursuant to the Code.

**Section 6.05. Provisions Regarding Insurance.** At its own expense, Lessee shall maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by Lessor, in an amount at least equal to the replacement cost of the Equipment, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b); provided further that, if Lessor provides such consent Lessee shall provide to Lessor information with respect to such self-insurance program as Lessor may request from time to time. All insurance proceeds from casualty losses shall be payable as hereinafter provided. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. All such casualty and liability insurance shall be with insurers that are acceptable to Lessor, shall name Lessor as a loss payee and an additional insured, respectively, and shall contain a provision to the effect that such insurance shall not be canceled or modified materially without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation or modification. All such casualty insurance shall contain a provision making any losses payable to Lessee and Lessor as their respective interests may appear.

**Section 6.06. Advances.** In the event Lessee shall fail to maintain the full insurance coverage required by this Agreement or shall fail to keep the Equipment in good repair and operating condition, Lessor may (but shall be under no obligation to) purchase the required insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced therefore by Lessor shall constitute additional rent for the then-current Original Term or Renewal Term, and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the date advanced until paid at the rate of 18% per annum or the maximum interest rate permitted by law, whichever is less.

## **ARTICLE VII. DAMAGE, DESTRUCTION AND CONDEMNATION: USE OF NET PROCEEDS**

**Section 7.01. Risk of Loss.** Lessee is responsible for the entire risk of loss of or damage or destruction to the Equipment. No such loss, damage or destruction shall relieve Lessee of any obligation under this Agreement or any Lease.

**Section 7.02. Damage, Destruction and Condemnation.** If (a) the Equipment listed on any Schedule or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of that Equipment, unless Lessee shall have exercised its option to purchase that Equipment pursuant to Section 5.03. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

**Section 7.03. Insufficiency of Net Proceeds.** If the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement referred to in Section 7.02, Lessee shall either complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, unless Lessee, pursuant to Section 5.03, purchases Lessor's interest in the Equipment destroyed, damaged or taken and any other Equipment listed in the same Schedule. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing Lessor's interest in the Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefore from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

## **ARTICLE VIII. DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; USE OF THE EQUIPMENT**

**Section 8.01. Disclaimer of Warranties.** LESSEE HAS SELECTED THE EQUIPMENT AND THE VENDORS. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY OR REPRESENTATION WITH RESPECT THERETO. In no event shall Lessor be liable for an incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of any item or products or service provided for in this Agreement.

**Section 8.02. Vendor's Warranties.** Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights, including warranties of the Equipment, which Lessor may have against the Vendor of the Equipment. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against Lessor, nor shall such matter have any effect, whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made no representation or warranties whatsoever as to the existence or availability of such warranties of the Vendor of the Equipment.

**Section 8.03. Use of the Equipment.** Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdictions in which its operations involving any item of Equipment may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment; provided, however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Lessor, adversely affect the title of Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement.

**Section 8.04. Essential Nature of the Equipment.** Lessee confirms and affirms that the Equipment is essential to the function of Lessee and the services provided to its citizens, that there is an immediate need for the Equipment which is not temporary or expected to diminish in the foreseeable future, and that Lessee will use substantially all the Equipment for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of its authority.

## **ARTICLE IX. ASSIGNMENT, SUBLEASING, INDEMNIFICATION, MORTGAGING AND SELLING**

**Section 9.01. Assignment by Lessor.** Lessor's interest in, to, and under this Agreement; any Lease and the Equipment may be assigned and reassigned in whole or in part to one or more assignees by Lessor at any time subsequent to its execution. Lessee hereby agrees to maintain a written record of each such assignment in form necessary to comply with Section 149(a) of the Code. No such assignment shall be binding on Lessee until it has received written notice from Lessor of the assignment disclosing the name and address of the assignee. Lessee agrees to execute all documents, including chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in the Equipment and in this Agreement. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim, defense, set-off or other right Lessee may from time to time have against Lessor.

**Section 9.02. Assignment and Subleasing by Lessee.** None of Lessee's interest in, to and under this Agreement and in the Equipment may be sold, assigned, subleased, pledged or otherwise encumbered by Lessee without the prior written consent of Lessor.

**Section 9.03. Release and Indemnification Covenants.** To the extent permitted by law, Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liabilities, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and all expenses in connection therewith (including, without limitation, counsel fees and expenses, penalties connected therewith imposed on interest received) arising out of or as (a) result of the entering into of this Agreement, (b) the ownership of any item of the Equipment, (c) the manufacture, ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person, and/or (e) the breach of any covenant herein or any material misrepresentation contained herein. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

## ARTICLE X. EVENTS OF DEFAULT AND REMEDIES

Section 10.01. Events of Default Defined. Subject to the provisions of **Section 4.05**, any of the following events shall constitute an "Event of Default" under any Lease:

- (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid under that Lease at the time specified in that Lease;
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed under that Lease, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;
- (c) Any statement, representation or warranty made by Lessee in or pursuant to that Lease or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;
- (d) Any provision of that Lease shall at any time for any reason cease to be valid and binding on Lessee, or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee shall deny that it has any further liability or obligation under that Lease.
- (e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or
- (f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

Section 10.02. Remedies on Default. Whenever any Event of Default under any Lease exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) By written notice to Lessee, declare all Rental Payments and other amounts payable by Lessee under that Lease to the end of the then current Original Term or Renewal Term to be due;
- (b) Upon written request by Lessor, Lessee shall within thirty (30) days use its best efforts to sell the Equipment subject to such Lease for an amount equal to the sum of all Rental Payments then due or past due and the applicable Purchase Option Price, and any other amounts due Lessor hereunder, and if Lessee sells the Equipment Lessee shall pay to Lessor an amount of proceeds thereof equal to the foregoing. If Lessee fails to sell the Equipment for such amount, then Lessee shall at its expense cause the Equipment to be delivered to Lessor at a place in the State designated by Lessor. If Lessee fails or refuses to transfer the Equipment to Lessor as herein provided, Lessor shall have the right to obtain a judgment against Lessee for the amount required to be paid to Lessor from the proceeds of the sale of the Equipment plus interest thereon to the date of payment at the lower of 10% per annum or the highest rate permitted by law.

In addition, whenever an Event of Default exists with respect to any Rental Payment required by a particular Schedule or with respect to any other payment, covenant, condition, agreement, statement, representation or warranty set forth in that Schedule or applicable to that Schedule or the Equipment listed therein, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (d) By written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee pursuant to that Schedule and other amounts payable by Lessee under this Agreement to the end of the then current Original Term or Renewal Term to be due;
- (e) Upon written request by Lessor, Lessee shall within thirty (30) days use its best efforts to sell the Equipment subject to such Schedule for an amount equal to the sum of all Rental Payments then due or past due and the applicable Purchase Option Price, and any other amounts due Lessor hereunder, and if Lessee sells the Equipment Lessee shall pay to Lessor an amount of proceeds thereof equal to the foregoing. If Lessee fails to sell the Equipment for such amount, then Lessee shall at its expense cause the Equipment to be delivered to Lessor at a place in the State designated by Lessor. If Lessee fails or refuses to transfer the Equipment to Lessor as herein provided, Lessor shall have the right to obtain a judgment against Lessee for the amount required to be paid to Lessor from the proceeds of the sale of the Equipment plus interest thereon to the date of payment at the lower of 10% per annum or the highest rate permitted by law.

In addition to the remedies specified above, Lessor may charge interest on all amounts due to it at the rate of 10% per annum or the maximum amount permitted by law, whichever is less. The exercise of any such remedies respecting any such Event of Default shall not relieve Lessee of any other liabilities under any other Schedules, this Agreement related to any other Schedule or the Equipment listed therein.

Section 10.03. Remedies Exclusive. The remedies provided to Lessor under Section 10.02 shall be the sole and exclusive remedies exercisable by Lessor in the event of a default by Lessee hereunder.

Section 10.04. Agreement to Pay Attorneys' Fees and Expenses. If Lessee should default under any of the provisions hereof and Lessor should employ attorneys or incur other expenses for the collection of moneys or for the enforcement of performance or observance of any obligation or agreement on the part of Lessee contained in this Agreement, Lessee agrees, to the extent it is permitted by law to do so, that it will, if assessed by a court of competent jurisdiction, pay to Lessor the reasonable fees of those attorneys and other reasonable expenses so incurred by Lessor.

Section 10.05. Application of Moneys. Any net proceeds from the exercise of any remedy hereunder (after deducting all expenses of Lessor in exercising such remedies including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing Equipment and all brokerage, auctioneer's or attorney's fees) shall be applied as follows:

- (a) If such remedy is exercised solely with respect to a single Schedule, Equipment listed in that Schedule or rights under the Agreement related to that Schedule, then to amounts due pursuant to that Schedule and other amounts related to that Schedule or that Equipment.
- (b) If such remedy is exercised with respect to more than one Schedule, Equipment listed in more than one Schedule or rights under the Agreement related to more than one Schedule, then to amounts due pursuant to those Schedules pro rata.

## ARTICLE XI. MISCELLANEOUS

Section 11.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business.

Section 11.02. Binding Effect; Entire Agreement; Amendments and Modifications. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the Lessor and the Lessee; nor shall any such amendment that affects the rights of Lessor's assignee be effective without such assignee's consent. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.03. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.04. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.05. Amendments, Changes and Modifications. This Agreement may be amended, added to, changed or modified by written agreement duly executed by Lessor and Lessee.

Section 11.06. Execution in Counterparts: Chattel Paper. This Agreement, including in writing each Schedule, may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; except (1) to the extent that various Schedules and this Agreement as it relates thereto constitutes separate Leases as provided in this Agreement and (2) that Lessor's interest in, to and under any Schedule and the Agreement as it relates to that Schedule, and the Equipment listed in that Schedule may be sold or pledged only by delivering possession of the original counterpart of that Schedule marked "Counterpart No. 1," which Counterpart No. 1 shall constitute chattel paper for purposes of the Uniform Commercial Code.

Section 11.07. Usury. The parties hereto agree that the charges in this Agreement and any Lease shall not be a violation of usury or other law. Any such excess charge shall be applied in such order as to conform this Agreement and such Lease to such applicable law.

Section 11.08. Jury Trial Waiver. To the extent permitted by law, lessee agrees to waive its right to a trial by jury.

Section 11.09. Facsimile Documentation. Lessee agrees that a facsimile copy of this Agreement or any Lease with facsimile signatures may be treated as an original and will be admissible as evidence of this Agreement or such Lease.

Section 11.10. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives listed below.

**Lease No. KEYFL2025-06EU-EG**

**LESSEE:**

Key Largo Fire Rescue and Emergency Medical Services  
District

**LESSOR:**

Community First National Bank

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Anthony Allen, Chairman

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Blake Kaus, VP

# EXHIBIT A

## SCHEDULE OF EQUIPMENT NO. 01, Dated 6/25/2025

Counterpart No. 1,

LESSOR'S INTEREST IN, TO AND UNDER THIS SCHEDULE AND THE AGREEMENT AS IT RELATES TO THIS SCHEDULE MAY BE SOLD OR PLEDGED ONLY BY DELIVERING POSSESSION OF COUNTERPART NO. 1 OF THIS SCHEDULE, WHICH COUNTERPART NO. 1 SHALL CONSTITUTE CHATTEL PAPER FOR PURPOSES OF THE UNIFORM COMMERCIAL CODE.

Re: Master Equipment Lease Purchase Agreement, dated as of 6/25/2025, between Community First National Bank, as Lessor, and Key Largo Fire Rescue and Emergency Medical Services District, as Lessee.

1. **Defined Terms.** All terms used herein have the meanings ascribed to them in the above referenced Master Equipment Lease Purchase Agreement (the "Master Equipment Lease").
2. **Equipment.** The Equipment included under this Schedule of Equipment is comprised of the items described in the Equipment Description attached hereto as **Attachment 1**, together with all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.
3. **Payment Schedule.** The Rental Payments and Purchase Option Prices under this Schedule of Equipment are set forth in the Payment Schedule attached as **Attachment 2** hereto.
4. **Representations, Warranties and Covenants.** Lessee hereby represents, warrants, and covenants that its representations, warranties and covenants set forth in the Agreement are true and correct as though made on the date of commencement of Rental Payments on this Schedule.
5. **The Master Equipment Lease.** This Schedule is hereby made as part of the Master Equipment Lease and Lessor and Lessee hereby ratify and confirm the Master Equipment Lease. The terms and provisions of the Master Equipment Lease (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated by reference and made a part hereof.

**Lease Number: KEYFL2025-06EU-EG**

**LESSEE:**

Key Largo Fire Rescue and Emergency Medical Services  
District

**LESSOR:**

Community First National Bank

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Anthony Allen, Chairman

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Blake Kaus, VP



# ATTACHMENT 1

## EQUIPMENT DESCRIPTION

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**RE: Schedule of Equipment No. 01, dated 6/25/2025, to Master Equipment Lease Purchase Agreement, dated as of 6/25/2025, between Community First National Bank, as Lessor, and Key Largo Fire Rescue and Emergency Medical Services District, as Lessee.**

**Lease Number: KEYFL2025-06EU-EG**

One (1) New Rosenbauer Pumper-Tanker Truck

With a total acquisition cost of \$856,736.00; together with all additions, accessions and replacements thereto. Lessee hereby certifies the description of the personal property set forth above constitutes an accurate description of the "Equipment", as defined in the attached Master Equipment Lease Purchase Agreement and the Equipment is located on the premise of the Lessee unless otherwise noted by the Lessee.

Physical location where equipment be stored after delivery: \_\_\_\_\_

**LESSEE:**

Key Largo Fire Rescue and Emergency Medical Services  
District

\_\_\_\_\_  
Anthony Allen, Chairman

## ATTACHMENT 2 PAYMENT SCHEDULE

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RE: Schedule of Equipment No. 01, dated 6/25/2025, to Master Equipment Lease Purchase Agreement, dated as of 6/25/2025, between Community First National Bank, as Lessor, and Key Largo Fire Rescue and Emergency Medical Services District, as Lessee.

Lease Number: KEYFL2025-06EU-EG

Project Funds: \$856,736.00

### AMORTIZATION SCHEDULE

Payment Number	Payment Date	Payment Amount	Interest Portion	Principal Portion	Purchase Option Price
1	6/25/2026	\$106,388.46	\$41,816.58	\$64,571.88	Not Available
2	6/25/2027	\$106,388.46	\$38,510.53	\$67,877.93	\$704,818.37
3	6/25/2028	\$106,388.46	\$35,035.22	\$71,353.24	\$631,324.53
4	6/25/2029	\$106,388.46	\$31,381.98	\$75,006.48	\$554,067.86
5	6/25/2030	\$106,388.46	\$27,541.69	\$78,846.77	\$472,855.69
6	6/25/2031	\$106,388.46	\$23,504.79	\$82,883.67	\$387,485.51
7	6/25/2032	\$106,388.46	\$19,261.19	\$87,127.27	\$297,744.42
8	6/25/2033	\$106,388.46	\$14,800.33	\$91,588.13	\$203,408.64
9	6/25/2034	\$106,388.46	\$10,111.07	\$96,277.39	\$104,242.93
10	6/25/2035	\$106,388.46	\$5,181.73	\$101,206.73	\$0.00
Grand Totals		\$1,063,884.60	\$247,145.11	\$816,739.49	

**LESSEE:**

Key Largo Fire Rescue and Emergency Medical Services  
District

---

Anthony Allen, Chairman

## EXHIBIT B

### LESSEE RESOLUTION

**Re: Schedule of Equipment No. 01, dated 6/25/2025, to Master Equipment Lease Purchase Agreement, dated as of 6/25/2025, between Community First National Bank, as Lessor, and Key Largo Fire Rescue and Emergency Medical Services District, as Lessee.**

I, the undersigned, the duly appointed, qualified and acting **Secretary** of the above captioned Lessee do hereby certify this date \_\_\_\_\_, as follows:

- (1) Lessee did, at a meeting of the governing body of the Lessee held on \_\_\_\_\_, by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the above referenced Schedule of Equipment No. 01 (the "Schedule") on its behalf by the following named representative of the Lessee, to witness:

\_\_\_\_\_  
**Authorized Signer:** Anthony Allen, Chairman

- (2) The above named representative of the Lessee held at the time of such authorization and holds at the present time the office set forth above.
- (3) The meeting of the governing body of the Lessee at which the Schedule was approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval and that the action approving the Schedule and authorizing the execution thereof has not been altered or rescinded.
- (4) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as such term is defined in the above referenced Master Equipment Lease Purchase Agreement) exists at the date hereof.
- (5) All insurance required in accordance with the above referenced Master Equipment Lease Purchase Agreement is currently maintained by the Lessee.
- (6) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rental Payments scheduled to come due during the Original Term and to meet its other obligations for the Original Term (as such terms are defined in the above referenced Master Equipment Lease Purchase Agreement) and such funds have not been expended for other purposes.
- (7) The fiscal year of Lessee is from \_\_\_\_\_ to \_\_\_\_\_.

The signatures below from the designated individuals from the Governing Body of the Lessee evidence the adoption by the Governing Body of this resolution.

**Key Largo Fire Rescue and Emergency Medical Services District**

**Attested By:** \_\_\_\_\_  
George Mirabella, Vice Chairman

**Certified By:** \_\_\_\_\_  
Kenny Edge, Secretary

## EXHIBIT C

### OPINION OF LESSEE'S COUNSEL

*(Must be re-Printed onto attorney's letterhead)*

(Date)

Community First National Bank  
215 S. Seth Child Road  
Manhattan, KS 66502

**Re: Lessee: Key Largo Fire Rescue and Emergency Medical Services District**

Ladies and Gentlemen:

As legal counsel to Key Largo Fire Rescue and Emergency Medical Services District (the "Lessee"), I have examined (a) an executed counterpart of a certain Master Equipment Lease Purchase Agreement, dated as of 6/25/2025, and Exhibits thereto by and between Community First National Bank (the "Lessor") and Lessee, Schedule of Equipment No. 01, dated 6/25/2025, and a certain Escrow Agreement dated as of 6/25/2025, (collectively, the "Agreement") by and between Lessor and Lessee, which, among other things, provides for the lease with option to purchase by the Lessee of certain property listed in the Schedule (the "Equipment"); (b) an executed counterpart of the ordinances or resolutions of Lessee which, among other things, authorizes Lessee to execute the Agreement and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

Based on the foregoing, I am of the following opinions:

- (1) Lessee's true and correct name is Key Largo Fire Rescue and Emergency Medical Services District.
- (2) Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power;
- (3) Lessee has the requisite power and authority to lease the Equipment with an option to purchase and to execute and deliver the Agreement and to perform its obligations under the Agreement;
- (4) The Agreement and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee and the Agreement and other documents either attached thereto or required therein are the valid and binding obligations of Lessee enforceable in accordance with their terms;
- (5) The authorization, approval and execution of the Agreement and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws; and
- (6) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the security interest of Lessor or its assigns, as the case may be, in the Equipment.
- (7) The signatures of the officers which appear on the Agreement are true and genuine; I know said officers and know them to hold the offices set forth below their names.
- (8) No further approval, consent or withholding of objection is required from any federal, state or local governmental authority with respect to the entering into or performance by the Lessee of the Lease and the transaction contemplated thereby.
- (9) The Equipment leased pursuant to the Agreement constitutes personal property and when subjected to use by Lessee will not be or become fixtures under applicable law.
- (10) The Lessee is a political subdivision within the meaning of Section 103 of the Internal Revenue Code of 1986 as amended and the related regulations and rulings.
- (11) The leasing of the Equipment pursuant to the Agreement is exempt from all sales and use taxes against either the Lessor or the Lessee during the term of the Lease pursuant to the Agreement and the Equipment will be exempt from all state and local personal property or other ad valorem taxes.

All capitalized terms herein shall have the same meanings as in the foregoing Agreement unless otherwise provided herein. Lessor, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Rental Payments are entitled to rely on this opinion.

Signature of Legal Counsel

## EXHIBIT D

### ACCEPTANCE CERTIFICATE

Community First National Bank  
215 S. Seth Child Road  
Manhattan, KS 66502

Ladies and Gentlemen,

**RE: Schedule of Equipment No. 01, dated 6/25/2025, to Master Equipment Lease Purchase Agreement, dated as of 6/25/2025, between Community First National Bank, as Lessor, and Key Largo Fire Rescue and Emergency Medical Services District, as Lessee.**

In accordance with the Master Equipment Lease Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

- (1) All of the Equipment (as such term is defined in the Agreement) listed in the above referenced Schedule of Equipment (the "Schedule") has been delivered, installed and accepted on the date hereof.
- (2) Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
- (3) Lessee is currently maintaining the insurance coverage required by **Section 6.05** of the Agreement.
- (4) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.
- (5) Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Agreement during the current Budget Year of Lessee, and such moneys will be applied in payment of all Rental Payments due and payable during such current Budget Year.
- (6) The governing body of Lessee has approved the authorization, execution and delivery of this Agreement on its behalf by the authorized representative of Lessee who signed the Agreement.

**LESSEE:**

Key Largo Fire Rescue and Emergency Medical Services  
District

\_\_\_\_\_  
Anthony Allen, Chairman

\_\_\_\_\_  
Date

*\*If delivery is not immediate, keep until final delivery.*

# TITLE REGISTRATION & SECURITY INTEREST CERTIFICATION

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**RE: Schedule of Equipment No. 01, dated 6/25/2025, to Master Equipment Lease Purchase Agreement, dated as of 6/25/2025, between Community First National Bank, as Lessor, and Key Largo Fire Rescue and Emergency Medical Services District, as Lessee.**

**Lease Number: KEYFL2025-06EU-EG**

One (1) New Rosenbauer Pumper-Tanker Truck

In accordance with the Agreement, the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. The Agreement requires the completion of the ownership transfer and perfection of the lienholder process. This process is completed through submission of the documents to the State for a title to be issued in the name of the Lessee.
2. The Lessee will in a timely fashion submit the appropriate paperwork to the State to have a title to the Equipment issued in their name as owner and Lessor listed as first lienholder. Such verification of perfected ownership and security interest will be provided to Lessor no later than 90 days from delivery of the Equipment.

**LESSEE:**

Key Largo Fire Rescue and Emergency Medical Services  
District

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Anthony Allen, Chairman

## BANK QUALIFIED CERTIFICATE

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**RE: Schedule of Equipment No. 01, dated 6/25/2025, to Master Equipment Lease Purchase Agreement, dated as of 6/25/2025, between Community First National Bank, as Lessor, and Key Largo Fire Rescue and Emergency Medical Services District, as Lessee.**

Whereas, Lessee hereby represents it is a "Bank Qualified" Issuer for the calendar year in which the above referenced Schedule is executed by making the following designations with respect to Section 265 of the Internal Revenue Code. (A "Bank Qualified Issuer" is an issuer that issues less than \$10,000,000 dollars of tax-exempt obligations during the calendar year).

Now, therefor, Lessee hereby designates the above referenced Schedule as follows:

1. **Designation as Qualified Tax-Exempt Obligation.** Pursuant to Section 265(b)(3)(B)(i) of the Internal Revenue Code of 1986 as amended (the "Code"), the Lessee hereby specifically designates the above referenced Schedule as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Lessee hereby represents that the Lessee will not designate more than \$10,000,000 of obligations issued by the Lessee in the calendar year during which the above referenced Schedule is executed and delivered as such "qualified tax-exempt obligations".
2. **Issuance Limitation.** In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Lessee hereby represents that the Lessee (including all subordinate entities of the Lessee within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the above referenced Schedule is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than \$10,000,000.

**LESSEE:**

Key Largo Fire Rescue and Emergency Medical Services  
District

---

Anthony Allen, Chairman

# INSURANCE COVERAGE REQUIREMENTS

## Lessee: Key Largo Fire Rescue and Emergency Medical Services District

Please mark one of the following:

( ) Pursuant to Section 6.05 of the Agreement, you have agreed to provide us evidence of insurance covering the property in the Agreement. A Certificate of Insurance naming all insured parties and coverage must be provided to us as soon as possible, but no later than the date on which delivery of equipment occurs.

( ) Pursuant to Section 6.05 of the Agreement, we are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letter form, together with a copy of the statute authorizing this form of insurance. Coverage must be provided to us as soon as possible, but no later than the date on which delivery of equipment occurs.

Equipment to be insured: **One (1) New Rosenbauer Pumper-Tanker Truck**

Policy should be issued and mailed to: Community First National Bank and/or Its Assigns  
215 S. Seth Child Road  
Manhattan, KS 66502

### INSURANCE REQUIREMENTS:

#### 1. LIABILITY

- ✓ \$1,000,000.00 Aggregate Bodily Injury
- ✓ \$1,000,000.00 Combined Single Limit per Occurrence
- ✓ Community First National Bank and/or Its Assigns MUST be listed as additional insured and loss payee.

#### 2. PHYSICAL DAMAGE

- ✓ All risk coverage to guarantee proceeds sufficient to cover the replacement cost of the equipment.
- ✓ Community First National Bank and/or Its Assigns MUST be listed as additional insured and loss payee.

#### 3. ENDORSEMENT

- ✓ Lessor will receive at least thirty (30) days written notice from Insurer prior to alteration, cancellation or reduction of insurance coverage.
- ✓ Deductibles should be listed on the Certificate of Coverage

**THE CERTIFICATE SHOULD BE**  
**EMAILED TO [seankeating@clpusa.net](mailto:seankeating@clpusa.net)**  
**OR FAXED TO: 888.777.7875**

Insurance Company Name:		
Agents Name:		
Address:		
City:	State:	Zip:
Phone:	Fax:	Email:

#### LESSEE:

Key Largo Fire Rescue and Emergency Medical Services  
District

\_\_\_\_\_  
Anthony Allen, Chairman



## INVOICE INSTRUCTIONS

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**RE: Schedule of Equipment No. 01, dated 6/25/2025, to Master Equipment Lease Purchase Agreement, dated as of 6/25/2025, between Community First National Bank, as Lessor, and Key Largo Fire Rescue and Emergency Medical Services District, as Lessee.**

**Lease Number: KEYFL2025-06EU-EG**

**Equipment Description: One (1) New Rosenbauer Pumper-Tanker Truck**

Please provide contact information for billing and invoicing purposes.

Person/Department: \_\_\_\_\_  
P.O. Box/Street: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

## NOTICE OF ASSIGNMENT

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July 10, 2025

Key Largo Fire Rescue and Emergency Medical Services District  
PO Box 371023  
Key Largo, FL 33037

**RE: Schedule of Equipment No. 01, dated 6/25/2025, to Master Equipment Lease Purchase Agreement, dated as of 6/25/2025, between Community First National Bank, as Lessor, and Key Largo Fire Rescue and Emergency Medical Services District, as Lessee. Along with the Escrow Agreement entered into as of 6/25/2025.**

Please be advised that Community First National Bank has assigned all its right, title and interest in, to and under the above referenced Master Equipment Lease Purchase Agreement (the "Agreement"), the Equipment leased thereunder and the right to receive Rental Payments thereunder to the following assignee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Community First National Bank will be the servicing this lease and all Rental Payments and payment of the Purchase Option Price due under the Agreement will be made to:

**Community First National Bank  
215 S. Seth Child Road  
Manhattan, KS 66502**

Community First National Bank

\_\_\_\_\_  
Blake Kaus, VP

ACKNOWLEDGED AND ACCEPTED:

Key Largo Fire Rescue and Emergency Medical  
Services District

\_\_\_\_\_  
Anthony Allen, Chairman

\*Lessor may at a future date desire to assign this lease agreement. At this time, a specific Assignee is undetermined. At such time Lessor determines a need to assign this lease; Lessee will be provided with a completed copy of this page for their records and be made aware of any changes in where to send the rental payments going forward. This assignment option is outlined in Article IX of the Master Equipment Lease Purchase Agreement.

# ESCROW AGREEMENT

**THIS ESCROW AGREEMENT, made and entered into as of 6/25/2025 by and among Community First National Bank, a national banking association ("Escrow Agent"), Community First National Bank, a corporation duly organized and existing under the Laws of the State of Kansas ("Lessor"), and Key Largo Fire Rescue and Emergency Medical Services District ("Lessee") a political subdivision under the laws of the State of Florida ("State"), duly organized and existing under the Constitution and laws of the State.**

## WITNESSETH

WHEREAS, Lessee and Lessor have entered into a Schedule of Equipment No. 01, dated 6/25/2025 to Master Equipment Lease Purchase Agreement dated as of 6/25/2025 ("Agreement"), a duplicate original of which has been furnished to each of the parties, whereby Lessor has agreed to acquire certain equipment described therein ("Equipment"), and to sell the Equipment to the Lessee, and Lessee has agreed to purchase the Equipment from Lessor, in the manner and on the terms set forth in the Agreement; and

WHEREAS, the Equipment has or will be ordered from the Vendor, and there is expected to be a delay in delivery of the Equipment to Lessee; and

WHEREAS, in order to secure the obligations of Lessor under the Agreement, Lessee has requested Lessor to set aside in escrow with the Escrow Agent, pursuant to the terms hereof, the anticipated purchase price of the Equipment; and

WHEREAS, Lessee, as agent for Lessor, will cause the Equipment to be acquired from Vendor in accordance with the purchase orders or contracts therefore, and neither Lessor nor the Escrow Agent shall be obligated to assume or perform any obligation of the Lessee or Vendor with respect thereto or under the Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

## ARTICLE I. APPOINTMENT OF ESCROW AGENT: DEFINITIONS

**Section 1.01. Appointment of Escrow Agent.** Lessor and Lessee hereby appoint and employ Escrow Agent, to receive, hold, invest and disburse the moneys to be paid to it pursuant to this Escrow Agreement and the Agreement, and to perform certain other functions, all as hereinafter provided. By executing and delivering this Escrow Agreement, Escrow Agent accepts the duties and obligations of Escrow Agent provided herein, but only upon the terms and conditions set forth.

**Section 1.02. Definitions.** The terms defined in this Section shall, for all purposes of this Escrow Agreement have the meanings specified below. Any capitalized term not defined below shall have the meaning ascribed in the Agreement.

"Agreement" means the Schedule of Equipment No. 01, dated 6/25/2025 to Master Equipment Lease Purchase Agreement dated 6/25/2025, by and between Lessee and Lessor and any duly authorized and executed amendment thereto, the terms of which are incorporated herein by reference.

"Acquisition Costs" means, with respect to the Equipment, the contract price paid or to be paid to Vendor therefore upon acquisition or delivery of any portion of the Equipment in accordance with the purchase order or contract therefore. Acquisition Costs include the administrative, engineering, legal, financial and other costs incurred by the Lessee in connection with the acquisition, delivery and financing by Lessor of the Equipment.

"Acceptance Certificate" means an acceptance certificate in the form attached to the Agreement.

"Acquisition Fund" means the fund by that name established and held by the Escrow Agent pursuant to Article II of this Escrow Agreement.

"Closing Date" means the day when Lessor deposits with the Escrow Agent the moneys required to be deposited pursuant to Article II.

"Equipment" means the personal property described in the Agreement, together with any and all modifications, additions and alterations thereto, to be acquired from the moneys held in the Acquisition Fund.

"Escrow Agent" means Community First National Bank or any successor thereto acting as Escrow Agent pursuant to this Escrow Agreement.

"Escrow Agreement" means this Escrow Agreement and any duly authorized and executed amendment thereto.

"Independent Counsel" means an attorney duly admitted to the practice of law before the highest court of the State in which he maintains an office and who is not an employee of Lessor, the Escrow Agent or the Lessee.

"Lessee Representative" means the representative of Lessee or a person authorized by the Lessee to act on its behalf under or with respect to this Agreement.

"Lessor Representative" means the President, any Vice President or Assistant Vice President of Lessor, or any person authorized to act on behalf of Lessor under or with respect to this Agreement, as evidenced by a certificate conferring such authorization executed by the President, any Vice President or Assistant Vice President of Lessor, given to the Lessee or the Lessee Representative.

"Payment Date" means the date upon which any Rental Payment under the Agreement is due and payable, as set forth in the Payment Schedule.

"Payment Request Form" means the document substantially in the form attached hereto as Exhibit A to be executed by Lessee and Lessor and submitted to Escrow Agent to authorize payment of Acquisition Costs.

"Qualified Investments" means (i) direct general obligations of the United States of America; (ii) obligations guaranteed by the United States; (iii) general obligations of the agencies and instrumentalities of the United States; (iv) certificates of deposit, time deposits or demand deposits with a bank or savings institution qualified as a depository of public funds in the State of Kansas, provided that such certificates of deposit, time deposits or demand deposits, if not insured by the Federal Deposit Insurance Corporation of the Federal Savings and Loan Insurance Corporation, are fully secured by obligations described in Clauses (i), (ii) or (iii); (v) money market funds, the assets of which are obligations of or guaranteed by the United States of America and which funds are rated "Aaa" by Moody's Investors Service or "Am" or "Am-G" by Standard & Poor's Corporation.

"Rental Payments" means the basic payments payable by Lessee to Lessor pursuant to the provisions of the Agreement during the term thereof which are payable in conjunction of the right of Lessee to use the Equipment during the then current portion of the term of the Agreement.

"Term of the Agreement" means the time during which the Agreement is in effect, as provided in Article III of the Agreement.

"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased will purchase or has ordered the Equipment or with whom Lessor has contracted for the acquisition of the Equipment.

**Section 1.03. Authorization.** Each of the parties hereby represents and warrants that it has full legal authority and is duly empowered to enter into this Agreement, and has taken all actions necessary to authorize the execution of this Agreement by the officers and person signing it.

## ARTICLE II. ACQUISITION FUND

**Section 2.01. Acquisition Fund.** Escrow Agent shall establish a special fund designated as the "Acquisition Fund"; shall keep such Acquisition Fund separate and apart from all other funds and moneys held by it; and shall administer such funds as expressly provided hereunder.

**Section 2.02. Deposit of Moneys by Lessor.** At the Closing Date, Lessor shall deposit with the Escrow Agent the amount of \$816,739.49. Escrow Agent shall credit said amount to the Acquisition Fund established and to be held, applied and disbursed as herein provided.

**Section 2.03. Purpose; Payment of Acquisition Costs.** The Acquisition Fund shall be expended for the Acquisition Costs of the Equipment. Escrow Agent shall pay from the Acquisition Fund the Acquisition Costs of the Equipment, upon receipt from Lessee and Lessor the following items:

- (a) in the case of payment of any Acquisition Costs to Vendor pursuant to a contract or purchase order, (1) a duly executed Payment Request Form, with a true copy of the Vendor's statement attached, (2) where applicable, a duplicate original of any change order approved by Lessee and Lessor increasing Acquisition Costs in an amount in excess of the original purchase order or contract price, (3) receipts from the Vendor showing proper application of prior requisitions, (4) bills of sale for any component of the Equipment for which a bill of sale may be delivered, and (5) an Acceptance Certificate with respect to the Equipment for which disbursement is requested;
- (b) in the case of any Acquisition Costs previously paid by Lessee for which it is seeking reimbursement, (1) a duly executed Payment Request Form, (2) a true copy of Vendor's statement for such Acquisition Costs, (3) evidence of payment, and (4) evidence of Lessee's declaration of official intent for reimbursement, which declaration shall have been made no later than 60 days after the Lessee paid the Acquisition Costs; or
- (c) in the case of payment of any other Acquisition Costs, a duly executed Payment Request Form.

**Section 2.04. Escrow Agent's Compensation.** As compensation for the services to be rendered hereunder, Lessee agrees to pay the Escrow Agent \$175.00 ("Escrow Agent's Compensation"). The Escrow Agent's Compensation shall be payable from interest earnings on the escrow account and will be paid upon disbursement of proceeds to the vendor and closing of the escrow account. If the interest earnings on the escrow account are not sufficient to pay the Escrow Agent's Compensation, Escrow Agent shall provide Lessee with an invoice for the shortfall and Lessee shall pay such amount to Escrow Agent upon demand. If funds remain in the Acquisition Fund, excluding Acquisition Costs and Escrow Agent's Compensation, after the full delivery and acceptance of the Equipment, then Lessee and Lessor agree such excess funds shall be retained by Escrow Agent as partial compensation for the performance of its obligations hereunder.

**Section 2.05. Transfers Upon Completion.** Upon the first to occur of (a) payment of all Acquisition Costs with respect to the Equipment; or (b) the one year anniversary of the Closing Date, Escrow Agent shall apply all remaining moneys in the Acquisition Fund to the next Rental Payment(s) due under the Agreement by paying such moneys directly to the Lessor or its assignees.

**Section 2.06. Termination.** If this Escrow Agreement is terminated by Lessor as authorized under Article VII and the Agreement, all moneys in the Acquisition Fund shall be paid to Lessor or assignees for application against moneys due to Lessor under the Agreement. In the event that Lessor provides to the Escrow Agent written notice of the occurrence of an Event of Default under the Agreement or the termination of the Agreement for any reason other than Lessee's payment of the applicable Purchase Option Price, Escrow Agent shall immediately remit any and all funds in the Acquisition Fund to Lessor.

### **ARTICLE III. MONEYS IN FUNDS: INVESTMENTS; TERMINATION**

**Section 3.01. Held in Trust.** The moneys and investments held by the Escrow Agent under this Escrow Agreement are irrevocably held in trust for the benefit of the Lessee and for the purposes herein specified. Such moneys, and any income or interest earned thereon, shall be expended only as provided in this Escrow Agreement, and shall not, to the extent permitted by applicable law, as otherwise expressly provided herein, be subject to levy or attachment or lien by or for the benefit of any creditor of either Lessor or Lessee.

**Section 3.02. Investments Authorized.** Moneys held by the Escrow Agent hereunder may be invested, and upon written order of the Lessee Representative shall, be invested by the Escrow Agent in Qualified Investments. Such investments shall be registered in the name of the Escrow Agent and held by Escrow Agent which may act as a purchaser or agent in making or disposing thereof. Such investments and reinvestments shall be made giving full consideration for the time when funds will be required to be available for acquisition.

**Section 3.03. Accounting.** The Escrow Agent shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with this Escrow Agreement.

**Section 3.04. Valuation and Disposition of Investments.** For the purpose of determining the amount in the Acquisition Fund, all Qualified Investments credited to such fund shall be valued at cost (exclusive of accrued interest after the first interest payments following purchase). Escrow Agent may sell at the best price obtainable, or present for redemption, any Qualified Investment so purchased by Escrow Agent, whenever it shall be necessary in order to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the Acquisition Fund to which such Qualified Investment is credited and Escrow Agent shall not be liable or responsible for any loss resulting from such investment.

**Section 3.05. Deposit of Moneys in Acquisition Fund.** All moneys held by the Escrow Agent in the Acquisition Fund established pursuant to this Agreement, except such moneys which are at the time invested as herein provided, shall be deposited in demand or time deposits (which may be represented by time certificates of deposit) in any bank or trust company authorized to accept deposits of public funds (including the banking department of the Escrow Agent), and, as and to the extent required by law, shall be secured at all times by obligations which are eligible by law to secure deposits of public moneys. Such obligations shall be deposited with such bank or banks as may be selected by Escrow Agent, and held by or for the account of the Escrow Agent as security for such deposits.

**Section 3.06. Termination.** Unless earlier terminated pursuant to Article VII, this Escrow Agreement shall terminate upon the final distribution of all moneys in the Acquisition Fund.

### **ARTICLE IV. THE ESCROW AGENT**

**Section 4.01. Removal of Escrow Agent.** The Lessee and Lessor, by written agreement between themselves, may by written request, at any time and for any reason, remove the Escrow Agent and any successor thereto, and shall thereupon appoint a successor or successors thereto, but any such successor shall have capital (exclusive of borrowed capital) and surplus of at least Ten Million Dollars (\$10,000,000), and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, pursuant to statute or to the requirements of any federal or state supervising or examining authority, to, then for the purposes of this Section the combined capital and surplus of such bank or trust company may be conclusively established for the purposes hereby in its most recent report of condition so published.

**Section 4.02. Resignation of Escrow Agent.** The Escrow Agent or any successor may at any time resign by giving written notice to the Lessee and Lessor of its intention to resign and of the proposed date of resignation, which shall be a date not less than 60 days after such notice, unless an earlier resignation date and the appointment of a successor Escrow Agent shall have been or are approved by Lessee and Lessor. Upon receiving such notice of resignation, the Lessee and Lessor shall promptly appoint a successor Escrow Agent by an instrument in writing; provided however, that in the event the Lessee and Lessor fail to appoint a successor Escrow Agent within 30 days following receipt of such written notice of resignation, Lessor may appoint a successor Escrow Agent, and in the event that Lessor fail to appoint a successor Escrow Agent within 30 days following the expiration of such initial 30-day period, the resigning Escrow Agent may petition the appropriate court having jurisdiction to appoint a successor Escrow Agent. Any resignation or removal of the Escrow Agent shall become effective only upon acceptance of appointment by the successor Escrow Agent.

**Section 4.03. Appointment of Agent.** The Escrow Agent may appoint an agent acceptable to the Lessee and Lessor to exercise any of the powers, rights or remedies granted to the Escrow Agent under this Escrow Agreement, and to hold title to property or to take any other action which may be desirable or necessary.

**Section 4.04. Merger or Consolidation.** Any company into which the Escrow Agent may be merged or converted, or with which it may be consolidated, or any company resulting from any merger, conversion or consolidation to which it shall be a party, or any company to which the Escrow Agent may sell or transfer all or substantially all of its corporate trust business (provided that such company shall be eligible under Section 4.02) shall be the successor to the Escrow Agent without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

**Section 4.05. Protection and Rights of the Escrow Agent.** The Escrow Agent shall be protected and shall incur no liability in acting or proceeding in good faith upon any resolution, notice, telegram, request, consent, waiver, certificate, statement, affidavit, voucher, bond, requisition or other paper or document which it shall in good faith believe to be genuine and to have been passed or signed by the proper board or person or to have been prepared and furnished pursuant to any of the provisions of this Escrow Agreement, and the Escrow Agent shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements. The Escrow Agent may consult with Independent Counsel who may be counsel to Lessor or Lessee, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith in accordance therewith.

Whenever in the administration of its duties under this Escrow Agreement, the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matters (unless other evidence in respect thereof be herein specifically prescribed), shall be deemed to be conclusively proved and established by the certificate of the Lessee Representative or the Lessor Representative and such certificate shall be full warranty to the Escrow Agent for any action taken or suffered under the provisions of this Escrow Agreement upon the faith thereof, but in its discretion the Escrow Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

The recitals, statements and representations by Lessee and Lessor contained in this Agreement shall be taken and construed as made by and on the part of the Lessee and Lessor, as the case may be, and not by the Escrow Agent, and the Escrow Agent does not assume, and shall not have, any responsibility or obligation for the correctness of any thereof.

The Escrow Agent may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, or receivers, and shall be entitled to advice of counsel concerning all matters of trust and its duty hereunder, and the Escrow Agent shall not be answerable for the default or misconduct of any such attorney, agent, or receiver selected by it with reasonable care. The Escrow Agent shall not be answerable for the exercise of any discretion or power under this Escrow Agreement or for anything whatsoever in connection with the funds and accounts established hereunder, except only for its own willful misconduct or gross negligence.

## **ARTICLE V. ASSIGNMENTS; AMENDMENTS**

**Section 5.01. Assignment.** Except as expressly herein provided to the contrary; the rights and duties of each of the parties under this Escrow Agreement shall not be assignable to any person or entity without the written consent of all of the other parties. Notwithstanding the above, Lessor may freely assign all or any part of its interest in this Agreement and the Acquisition Fund established hereunder in connection with an assignment by Lessor of the Agreement, subject to the provisions contained therein.

**Section 5.02. Amendments.** This Escrow Agreement may be amended in writing by agreement among all of the parties.

## **ARTICLE VI. FURTHER ASSURANCES**

**Section 6.01. Further Assurances.** Lessor and Lessee will make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Escrow Agreement, and for better assuring and confirming the rights and benefits provided herein.

## **ARTICLE VII. DEFAULT OR NON-APPROPRIATION**

**Section 7.01. Default.**

- (a) Lessor shall have the right to terminate this Escrow Agreement upon an Event of Default under the Agreement, or termination of the Agreement pursuant to Section 4.05 thereof, which right shall not be exercised less than 15 days after Lessor shall have given Lessee written notice of such default or termination for non-appropriation. Upon receipt of notice of termination from Lessor, Escrow Agent shall pay to Lessor, or its assignee, all moneys in the Acquisition Fund in accordance with Section 2.06.
- (b) In the event of the failure by any party hereto to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Escrow Agreement, any non-defaulting party hereto shall have all of the rights and remedies now or hereafter existing at law or in equity against the defaulting party.
- (c) No delay or omission to exercise any such right or power accruing upon any default shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

## **ARTICLE VIII. LIMITATION OF LIABILITY**

**Section 8.01. Limited Liability of Escrow Agent.** Escrow Agent shall have no obligation or liability to any of the other parties under this Escrow Agreement for the failure or refusal of any other party to perform any covenant or agreement made by any of it hereunder or under the Agreement, but shall be responsible solely for the business-like performance of the duties expressly imposed upon Escrow Agent hereunder. The recitals of facts, covenants and agreements herein contained pertaining to Lessee and Lessor shall be taken as statement, covenants and agreements of the Lessee or Lessor (as the case may be), and Escrow Agent assumes no responsibility for the correctness of the same, or makes any representation as to the validity or sufficiency of this Escrow Agreement, or shall incur any responsibility in respect thereof, other than in connection with the duties or obligations herein imposed upon it. Escrow Agent shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

**Section 8.02. Indemnification.** To the extent permitted by applicable law, Lessee agrees to indemnify and save Escrow Agent harmless from and against all claims, suits and actions brought against it, or to which it is made a party, and from all losses and damages, including without limitation reasonable, attorney fees and court costs suffered by it as a result thereof, where such claim, suit or action arises in connection with this Escrow Agreement, the transactions described herein and in the Agreement or the Escrow Agent's employment as an Escrow Agent by Lessee and Lessor. Notwithstanding the foregoing, such indemnification shall not extend to claims, suits and actions brought against the Escrow Agent for failure to perform and carry out the duties specifically imposed upon and to be performed by it pursuant to this Escrow Agreement and claims, suits or actions arising from events solely and directly attributable to acts of Lessor. In the event the Lessee is required to indemnify Escrow Agent as herein provided, Lessee shall be subrogated to the rights of the Escrow Agent to recover such losses or damages from any other person or entity.

**Section 8.03. Discretion of Escrow Agent to File Civil Action in the Event of Dispute.** If Lessor or Lessee are in disagreement about the interpretation of this Escrow Agreement, or about the rights and obligations, or the propriety of any action contemplated by Escrow Agent hereunder, Escrow Agent may, but shall not be required to, file an appropriate civil action to resolve the disagreement. Escrow Agent shall be indemnified by Lessee in accordance with Section 8.02 for all costs in connection with such civil action, and shall be fully protected in suspending all or part of its activities under this Escrow Agreement until a final judgment in such action is received.

**Section 8.04. Opinion of Counsel.** Before being required to take any action, the Escrow Agent may require (i) an opinion of Independent Counsel acceptable to the Escrow Agent, which counsel may be counsel to any of the parties hereto, and which opinion shall be made available to the other parties hereto, or (ii) a verified certificate of any party hereto, or (iii) both (i) and (ii), concerning the proposed action. Escrow Agent shall be absolutely protected in relying thereon if it does so in good faith.

**Section 8.05. Limitation of Rights to Parties.** Nothing in this Escrow Agreement, expressed or implied, is intended or shall be construed to give any person other than the Lessee, Lessor or the Escrow Agent any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenant, condition or provision hereof; and all such covenants, conditions and provisions are and shall be for the sole and exclusive benefit of the Lessee, Lessor and Escrow Agent.

## ARTICLE IX. MISCELLANEOUS

Section 9.01. Records. The Escrow Agent shall keep complete and accurate records of all moneys received and disbursed under this Escrow Agreement, which shall be available for inspection by the Lessee, Lessor, or the agent of either of them, at any time during regular business hours.

Section 9.02. Notices. All written notice to be given under this Escrow Agreement shall be given by mail to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other parties in writing from time to time. Any such notice shall be deemed to have been received 72 hours after deposit in the United States mail in registered or certified form, with postage fully prepaid.

Section 9.03. Governing Laws. This Escrow Agreement shall be construed and governed in accordance with the laws of the State of Kansas.

Section 9.04. Partial Invalidity. Any provision of this Escrow Agreement found to be prohibited by laws shall be ineffective only to the extent of such prohibition, and shall not invalidate the remainder of this Escrow Agreement.

Section 9.05. Binding Effect: Successors. This Escrow Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Whenever in this Escrow Agreement any party hereto is named or referred to, such references shall be deemed to include permitted successors or assigns thereof, and all covenants and agreements contained in this Escrow Agreement by or on behalf of any party hereto shall bind and inure to the benefit of permitted successors and assigns thereof whether or not so expressed.

Section 9.06. Execution in Counterparts. This Escrow Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

Section 9.07. Headings. The headings or titles of the several Articles and Sections hereof, and any tables of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Escrow Agreement. All references herein to "Articles", "Sections", and other subdivisions are to the corresponding Articles, Sections, or subdivisions of this Escrow Agreement; and the words "herein", "hereof", "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision hereof.

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

### ESCROW AGENT:

Community First National Bank  
215 S. Seth Child Road  
Manhattan, KS 66502

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Blake Kaus, VP

### LESSOR:

Community First National Bank  
215 S. Seth Child Road  
Manhattan, KS 66502

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Blake Kaus, VP

### LESSEE:

Key Largo Fire Rescue and Emergency Medical Services  
District  
PO Box 371023  
Key Largo, FL33037

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Anthony Allen, Chairman

**EXHIBIT A  
PAYMENT REQUEST FORM**

Community First National Bank, Escrow Agent under an Escrow Agreement dated as of 6/25/2025, by and among the said Escrow Agent, Community First National Bank (Lessor), and the Key Largo Fire Rescue and Emergency Medical Services District, (Lessee) is hereby requested to pay, from the Equipment Acquisition Fund held under said Escrow Agreement, to the persons, firms or corporation designated below as payee, the amount set forth opposite each such person's firm's or corporation's name, in payment of the Acquisition Costs (as defined in said Escrow Agreement) of the Equipment described on the attached page(s) designated opposite such Payee's name and account.

<u>Payee</u>	<u>Equipment</u>	<u>Amount</u>

**VOID**

**TO BE UTILIZED AS A SIGNATURE CARD ONLY**

By executing this Payment Request Form the Lessee hereby represents that the Payee or Payees listed above who are requesting payment have delivered the Equipment or a portion of the Equipment or performed the services to the satisfaction of the Lessee and that the amounts requested above by the Payee or Payees are proportionate with the value of the Equipment delivered or services rendered by the Payee or Payees.

**Partial Disbursement.** The undersigned certifies that the following documents are attached to this Payment Request Form when there is a request for a partial release of funds from the Escrow Account to pay for a portion of the Equipment: (1) Invoice from the Vendor, (2) copy of the agreement between Lessee and Vendor (if requested by the Lessor or Escrow Agent), (3) front and back copy of the original MSO/Title (if payment from Escrow Account is for a chassis) listing Community First National Bank and/or its assigns as the first lien holder. By executing this Payment Request Form and attaching the documents as required above, the Lessee shall be deemed to have accepted this portion of the Equipment for all purposes under the Lease, including, without limitation, the obligation of Lessee to make the Rental Payments with respect thereto in a proportionate amount of the total Rental Payment. By executing this Payment Request Form Lessee agrees that Lessee is the title owner to this portion of the Equipment and that in the event that any third party makes a claim to such title that Lessee will take all measures necessary to secure title including, without limitation, the appropriation of additional funds to secure title to this portion of the Equipment and keep the Lease in full force and effect.

**Final Disbursement.** The undersigned certifies that the following documents are attached to this Payment Request Form when there is a final release of funds from the Escrow Account: (1) Final Vendor Invoice, (2) Signed Acceptance Certificate, (3) Insurance Certificate, (4) front and back copy of the original MSO/Title listing Community First National Bank and/or its assigns as first lien holder (if not already received). By executing this Payment Request Form and attaching the documents as required above, the Lessee shall be deemed to have accepted the Equipment for all purposes under the Lease, including, without limitation, the obligation of Lessee to make the Rental Payments with respect thereto. By executing this Payment Request Form Lessee certifies that Lessee is the title owner to the Equipment and that in the event that any third party makes a claim to such title that Lessee will take all measures necessary to secure title including, without limitation, the appropriation of additional funds to secure title to the Equipment and keep the Lease in full force and effect.

**LESSEE:**

Key Largo Fire Rescue and Emergency Medical Services District

\_\_\_\_\_  
Anthony Allen, Chairman

\_\_\_\_\_  
Signature

*Signature of additional authorized individual (optional)*

\_\_\_\_\_  
Name and Title

# **TAX COMPLIANCE AGREEMENT AND NO ARBITRAGE CERTIFICATE**

**This Tax Compliance Agreement and No Arbitrage Certificate is issued in connection with that certain Schedule of Equipment No. 01, dated 6/25/2025 to Master Equipment Lease Purchase Agreement dated as 6/25/2025 by and between Community First National Bank, ("Lessor") and Key Largo Fire Rescue and Emergency Medical Services District ("Lessee").**

## **1. In General.**

1.1. This Certificate is executed for the purpose of establishing the reasonable expectations of Lessee as to future events regarding the financing of certain equipment by Lessee as described in the Schedule of Equipment No. 01, dated 6/25/2025 to Master Equipment Lease Purchase Agreement dated as of 6/25/2025 (the "Lease") between Lessor and Lessee and all related documents executed pursuant thereto and contemporaneously herewith with respect to the financing of the acquisition of One (1) New Rosenbauer Pumper-Tanker Truck of equipment (the "Equipment") by Lessor for Lessee (the Lease and such other documents are hereinafter collectively referred to as the "Financing Documents").

1.2. The individual executing this Certificate on behalf of Lessee is an officer of Lessee delegated with the responsibility of reviewing and executing the Financing Documents.

1.3. To the best of the undersigned's knowledge, information and belief, the expectations contained in this Certificate are reasonable.

1.4. Lessee has not been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer whose certifications as to arbitrage may not be relied upon.

1.5. The rental payments due under the Financing Documents will be made with monies retained in Lessee's general operating fund (or an account or sub account therein). No sinking, debt service, reserve or similar fund or account will be maintained for the payment of the rental payments due under the Financing Documents or pledged as security therefor.

1.6. If any other governmental obligations were or are being issued by or on behalf of Lessee within fifteen (15) days of the date of issuance of the Financing Documents, such obligations either (i) were not or are not being issued or sold pursuant to a common plan of financing with, or (ii) will not be paid out of substantially the same source of funds as, the financing pursuant to the Financing Documents.

## **2. Purpose of the Financing Documents.**

2.1. The Financing Documents are being entered into for the purpose of providing funds for financing the cost of acquiring, equipping and installing the Equipment which is essential to the governmental functions of Lessee, which Equipment is described in the Equipment Description executed and delivered by Lessee pursuant to the Financing Documents. The principal amount represented by the Financing Documents, or \$816,739.49 will be deposited in escrow by Lessor at closing and held by Community First National Bank, as Escrow Agent (the "Escrow Agent") pending acquisition of the Equipment under the terms of that certain Escrow Agreement dated as of 6/25/2025 (the "Escrow Agreement"), by and among Lessor, Lessee and Escrow Agent.

2.2. No portion of the principal amount represented by the Financing Documents will be used as a substitute for other funds which were otherwise to be used as a source of financing for the Equipment, or will be used, directly or indirectly, to replace funds used by Lessee to acquire investments which produce a yield materially higher than the yield to Lessor under the Financing Documents.

2.3. Lessee does not expect to sell or otherwise dispose of the Equipment, in whole or in part, at a date which is earlier than the final rental payment due under the Financing Documents.

## **3. Source and Disbursement of Funds.**

3.1. The principal amount represented by the Financing Documents does not exceed the amount necessary for the governmental purpose for which the Financing Documents were entered into. Such funds are expected to be needed and fully expended for payment of the costs of acquiring, equipping and installing the items of Equipment.

3.2. It is contemplated that the entire amount deposited in escrow will be used to pay the acquisition cost of Equipment to the vendors or manufacturers thereof, provided that a portion of the principal amount may be paid to Lessee within such period as reimbursement for Acquisition Costs already made by it so long as the conditions set forth in Section 3.3 below are satisfied.

3.3. Lessee shall not request that it be reimbursed for Equipment acquisition cost payments already made by it unless the following conditions have been satisfied:

- (a) Lessee made a declaration of its reasonable intention to reimburse the acquisition cost payment sought to be reimbursed with the proceeds of a borrowing not later than sixty (60) days after the date on which it made the payment, which declaration satisfies the "Official Intent Requirement" set forth in Treas. Reg. Sec. 1.150-2;
- (b) The reimbursement being requested will be made by written allocation before the later of eighteen (18) months after the acquisition cost payment was made or eighteen (18) months after the items of Equipment to which such payment relates were placed in service;
- (c) The entire payment with respect to which reimbursement is being sought is a capital expenditure, being a cost of type properly chargeable to a capital account under general federal income tax principles; and
- (d) Lessee will use any reimbursement payment for general operating expenses and not in a manner which could be construed as an artifice or device under Treas. Reg. Sec. 1.148-10 by, virtue of, among other things, use to refund, or to create or increase a sinking, reserve or replacement fund with respect to, any other obligations issued by it.

## **4. Temporary Period.**

4.1. Lessee expects, within six months from the date of issuance of the Financing Documents, (a) to have had disbursed from escrow an amount in excess of the lesser 2 1/2% of the amount deposited by Lessor in escrow or \$100,000, or (b) to enter into binding obligations with third parties obligating Lessee to spend such amount.

4.2. The ordering and acceptance of the items of Equipment will proceed with due diligence to the date of final acceptance of the Equipment.

4.3. The items of Equipment being acquired by Lessee will be delivered at various times. At least 15% of the sum of the amount deposited in escrow and the reasonably anticipated interest earnings thereon will be used to pay the acquisition price of items of Equipment within six months from the date of issuance of the Financing Documents; at least 60% of the sum of the amount deposited in escrow and the reasonably anticipated interest earnings thereon will be used to pay the acquisition cost of items of Equipment within 12 months from the date of issuance of the Financing Documents; and 100% of the amount deposited in escrow and interest earnings thereon will be used to pay the acquisition cost of items of Equipment prior to 18 months from the date of issuance of the Financing Documents.

4.4. The total acquisition cost of the Equipment is not required to be paid to the vendors or manufacturers thereof until the Equipment has been accepted by Lessee.

## **5. Escrow Account.**

5.1. The Financing Documents provide that the monies deposited in escrow shall be invested until payments to the vendor(s) or manufacturer(s) of the Equipment are due. Lessee will ensure that such investment will not result in Lessee's obligations under the Financing Documents being treated as an "arbitrage bond" or a "federally guaranteed bond" within the meaning of Section 148(a) or Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code"), respectively. Any monies which are earned from the investment of these funds shall be labeled as interest earned. All such monies will be disbursed on or promptly after the date that Lessee accepts the equipment.



**6. Exempt Use.**

6.1. No part of the proceeds of the Financing Documents or the Equipment will be used in any "private business use" within the meaning of Section 141(b)(6) of the Internal Revenue Code of 1986, as amended.

6.2. No part of the proceeds of the Financing Documents will be used, directly or indirectly, to make or finance any loans to non-governmental entities or to any governmental agencies other than Lessee.

**7. No Federal Guarantee.**

7.1. Payment of the principal or interest due under the Financing Documents is not directly or indirectly guaranteed, in whole or in part, by the United States or an agency or instrumentality thereof.

7.2. No portion of the proceeds under the Financing Documents shall be (i) used in making loans, the payment of principal or interest of which are to be guaranteed, in whole or in part, by the United States or any agency or instrumentality thereof, or (ii) invested, directly or indirectly, in federally insured deposits or accounts if such investment would cause the financing under the Financing Documents to be federally guaranteed within the meaning of Section 149(b) of the Code.

**8. Miscellaneous.**

8.1. Lessee agrees to comply with the rebate requirement set forth in Section 148(f) of the Code in the event that for any reason it is applicable to the financing pursuant to Financing Documents.

8.2. Lessee shall keep a complete and accurate record of all owners or assignees of the Financing Documents in form and substance satisfactory to comply with Section 149(a) of the Code unless Lessor or its assignee agrees to act as Lessee's agent for such purpose.

8.3. Lessee shall maintain complete and accurate records establishing the expenditure of the proceeds of the Financing Documents and interest earnings thereon for a period of five years after payment in full under the Financing Documents.

IN WITNESS WHEREOF, this Tax Compliance Agreement and No Arbitrage Certificate has been executed on behalf of Lessee as of the date set forth below.

**LESSEE:**

Key Largo Fire Rescue and Emergency Medical Services  
District

---

Anthony Allen, Chairman

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Date

**Information Return for Tax-Exempt Governmental Bonds**

► Under Internal Revenue Code section 149(e)

► See separate instructions.

**Caution:** If the issue price is under \$100,000, use Form 8038-GC.► Go to [www.irs.gov/F8038G](http://www.irs.gov/F8038G) for instructions and the latest information.

OMB No. 1545-0047

**Part I Reporting Authority**Check box if Amended Return ☐

<b>1</b> Issuer's name		<b>2</b> Issuer's employer identification number (EIN)
<b>3a</b> Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		<b>3b</b> Telephone number of other person shown on 3a
<b>4</b> Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	<b>5</b> Report number (For IRS Use Only) 3
<b>6</b> City, town, or post office, state, and ZIP code		<b>7</b> Date of issue
<b>8</b> Name of issue		<b>9</b> CUSIP number
<b>10a</b> Name and title of officer or other employee of the issuer whom the IRS may call for more information		<b>10b</b> Telephone number of officer or other employee shown on 10a

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

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

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

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
<b>21</b>		\$	\$ N/A	years	%

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

<b>22</b> Proceeds used for accrued interest . . . . .	<b>22</b>
<b>23</b> Issue price of entire issue (enter amount from line 21, column (b)) . . . . .	<b>23</b>
<b>24</b> Proceeds used for bond issuance costs (including underwriters' discount) . . . . .	<b>24</b>
<b>25</b> Proceeds used for credit enhancement . . . . .	<b>25</b>
<b>26</b> Proceeds allocated to reasonably required reserve or replacement fund . . . . .	<b>26</b>
<b>27</b> Proceeds used to refund prior tax-exempt bonds. Complete Part V . . . . .	<b>27</b>
<b>28</b> Proceeds used to refund prior taxable bonds. Complete Part V . . . . .	<b>28</b>
<b>29</b> Total (add lines 24 through 28) . . . . .	<b>29</b>
<b>30</b> Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here) . . . . .	<b>30</b>

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

<b>31</b> Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded . . . . . ►	years
<b>32</b> Enter the remaining weighted average maturity of the taxable bonds to be refunded . . . . . ►	years
<b>33</b> Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) . . . . . ►	
<b>34</b> Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	

**Part VI Miscellaneous**

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

**Signature and Consent**

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative	Date	Type or print name and title
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**Paid Preparer Use Only**

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name ►			Firm's EIN ►	
Firm's address ►			Phone no.	



215 S. Seth Child Road  
Manhattan, KS 66502  
Phone: 888.777.7850  
Fax: 888.777.7875  
[www.clpusa.net](http://www.clpusa.net)

July 10, 2025

Jennifer Johnson  
Key Largo Fire Rescue and Emergency Medical Services District  
PO Box 371023  
Key Largo, FL 33037

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**RE: Financing for One (1) New Rosenbauer Pumper-Tanker Truck**

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Dear Jennifer,

Thank you for the opportunity to work with Key Largo Fire Rescue and Emergency Medical Services District on your financing project!

This package includes the documentation with instructions to complete financing of the equipment.

Community First National Bank is listed as Lessor to this Agreement. Community Leasing Partners is a division of Community First National Bank and is the exclusive marketing, origination and placement agent for the bank.

Please return all documents with original signatures by 7/2/2025 to avoid any potential change in the payments or interest rate.

**This Agreement requires three different signers from the Key Largo Fire Rescue and Emergency Medical Services District and an attorney's opinion letter.**

Signer 1 - Anthony Allen, Chairman  
Signer 2 - George Mirabella, Vice Chairman  
Signer 3 - Kenny Edge, Secretary

Upon receipt of all listed documents; delivery of the equipment and your approval of the equipment invoice; we will remit payment to the vendor. This transaction is subject to acceptance of the documentation and final review and approval by the Lessor.

If you have any questions regarding the documentation, please feel free to contact me at 888.777.7850.

Respectfully,

*Sean Keating*

Sean Keating  
Documentation Associate

# Documentation Instructions

## ◇ MASTER EQUIPMENT LEASE PURCHASE AGREEMENT

- ☐ Anthony Allen - sign where indicated

## ◇ Exhibit A – SCHEDULE OF EQUIPMENT

- ☐ Anthony Allen - sign where indicated

## ◇ Attachment I – EQUIPMENT DESCRIPTION

- ☐ Provide physical location where the equipment will be kept after delivery/installation

## ◇ Attachment 2 –PAYMENT SCHEDULE

- ☐ Anthony Allen - sign where indicated

## ◇ Exhibit B – LESSEE RESOLUTION

- ☐ Print the date the Resolution is being signed
- ☐ Print the date of the meeting in which the financing was approved
- ☐ Anthony Allen - sign as “Authorized Signer”
- ☐ Complete the lessee’s fiscal year start and end months
- ☐ George Mirabella - attest the Resolution as “Attested By”
- ☐ Kenny Edge - sign and print name as “Certified By”

## ◇ Exhibit C - OPINION OF COUNSEL

- ☐ Request your legal counsel provide an Opinion of Counsel using the example provided; retyped on his/her letterhead with their signature (*If counsel would like changes, he/she must first contact CLP*)

## ◇ Exhibit D - ACCEPTANCE CERTIFICATE

- ☐ Anthony Allen - sign and date where indicated

## ◇ TITLE REGISTRATION & SECURITY INTEREST CERTIFICATION

- ☐ Anthony Allen - sign where indicated

## ◇ BANK QUALIFIED CERTIFICATE

- ☐ Anthony Allen - sign where indicated

## ◇ INSURANCE COVERAGE REQUIREMENTS

- ☐ Provide Agent’s contact information
- ☐ Anthony Allen - sign where indicated

## ◇ INVOICE INSTRUCTIONS

- ☐ Complete contact information for payment billing invoices

## ◇ NOTICE OF ASSIGNMENT

- ☐ Anthony Allen - sign where indicated

## ◇ ESCROW AGREEMENT

- ☐ Anthony Allen - sign where indicated

## ◇ Exhibit A- PAYMENT REQUEST FORM/ SIGNATURE CARD

- ☐ Anthony Allen - sign where indicated

## ◇ TAX COMPLIANCE WITH NO ARBITRAGE

- ☐ Anthony Allen - sign and date where indicated

## ◇ 8038 - IRS Form

- ☐ Verify employer identification number in Box 2, Complete Boxes 10a & 10b
- ☐ Anthony Allen - sign and date where indicated under “Signature and Consent”

### Conditions to Funding

*If, for any reason: (i) the required documentation is not returned by 7/2/2025, or has unresolved issues relating thereto, or (ii) on, or prior to the return of the documentation, there is a change of circumstances which adversely affects the expectations, rights or security of the Lessor or its assignees; then Lessor or its assignees reserves the right to adjust the quoted interest rate or withdraw/void its offer to fund this transaction in its entirety.*

*This contract is being issued based upon review of credit and financial materials provided by lessee that resulted in a credit approval decision. CLP is committed to working with the lessee on this transaction throughout the entire process. Failure to complete the lease in its entirety may result in a \$500 documentation fee being charged. This fee is for credit analysis, drafting of the contract, overnight services and expenses incurred in processing this agreement.*

# MASTER EQUIPMENT LEASE PURCHASE AGREEMENT

**LESSEE: Key Largo Fire Rescue and Emergency Medical Services District**

This Master Equipment Lease Purchase Agreement, including all exhibits and schedules hereto whether currently in existence or hereafter executed (the "Agreement"), dated as of 6/25/2025, and entered into between Community First National Bank 215 S. Seth Child Rd, Manhattan, KS 66502 ("Lessor"), and Key Largo Fire Rescue and Emergency Medical Services District, PO Box 371023, Key Largo, FL 33037 a body corporate and politic duly organized and existing under the laws of the State of Florida ("Lessee");

## RECITALS

WHEREAS, Lessee desires to lease from Lessor certain equipment described in the schedules to this Agreement, substantially in the form of Exhibit A hereto, that are executed from time to time by the parties hereto (such schedules are hereby incorporated herein and are hereinafter collectively referred to as the "Schedules", and the items of equipment leased to Lessee hereunder, together with all substitutions, proceeds, replacement parts, repairs, additions, attachments, accessories and replacements thereto, thereof or therefore, are hereinafter collectively referred to as the "Equipment") subject to the terms and conditions of and for the purposes set forth in this Agreement.

WHEREAS, the relationship between the parties shall be a continuing one and items of equipment may be added to or deleted from the Equipment from time to time by execution of additional Schedules by the parties hereto and as otherwise provided herein.

WHEREAS, Lessee is authorized under the constitution and laws of the State to enter into this Agreement for the purposes set forth herein.

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

## ARTICLE I. REPRESENTATIONS, WARRANTIES AND COVENANTS OF LESSEE

Section 1.01. Lessee represents, covenants and warrants, for the benefit of Lessor and its assignees, as follows:

- (a) Lessee is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State.
- (b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and affect its existence as a body corporate and politic. Lessee is a political subdivision of the State within the meaning of Section 103(a) of the Code or a constituted authority authorized to issue obligations on behalf of a state or local governmental unit within the meaning of the regulations promulgated pursuant to said Section of the Code.
- (c) Lessee has full power and authority under the Constitution and laws of the State to enter into this Agreement and the transactions contemplated hereby, and to perform all of its obligations hereunder.
- (d) Lessee has duly authorized the execution and delivery of this Agreement by proper action by its governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the enforceability of this Agreement.
- (e) Lessee has complied or will comply with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment.
- (f) During the Lease Term, the Equipment will be used by Lessee only for the purpose of performing one or more essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than Lessee.
- (g) During the Lease Term, Lessee will annually provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement as may be reasonably requested by Lessor.
- (h) The Equipment will have a useful life in the hands of Lessee that is substantially in excess of the Original Term and all Renewal Terms.
- (i) The Equipment is, and during the Lease Term will remain personal property and when subjected to use by the Lessee, will not be or become fixtures.
- (j) The Equipment is essential to the function of the Lessee and the services provided to its citizens, and will be used throughout the period that this Agreement is in force for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of its authority.
- (k) During the term of this Agreement, Lessee will not dispose of or sell any part of the Equipment.
- (l) Lessee has not terminated a lease, rental agreement, installment purchase contract, or any other such agreement in the past five (5) years as a result of insufficient funds being appropriated for payments due under such an agreement.
- (m) This Agreement constitutes the legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.
- (n) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof.
- (o) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the current fiscal year and to meet its other obligations under this Agreement for the current fiscal year, and such funds have not been expended for other purposes.
- (p) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best knowledge of Lessee is there any basis therefore, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement or materially adversely affect the financial condition or properties of Lessee.
- (q) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of this Agreement or in connection with the carrying out by Lessee of its obligations hereunder have been obtained.
- (r) The entering into and performance of this Agreement or any other document or agreement contemplated hereby to which Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance on any assets of Lessee or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound, except as herein provided.

## ARTICLE II. DEFINITIONS

Section 2.01. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Master Equipment Lease Purchase Agreement, including the Schedules and any other schedule, exhibit or escrow agreement made a part hereof by the parties hereto, whether currently in existence or hereafter executed, as the same may be supplemented or amended from time to time in accordance with the terms hereof.

"Code" means the Internal Revenue Code of 1986, as amended, and the United States Treasury Regulations in effect thereunder.

"Commencement Date" means, with respect to any Schedule, the date when the Lease Term of this Agreement with respect to that Schedule and Lessee's obligation to pay rent under that Schedule commence, which date will be the earlier of (i) the date of the Agreement, or (ii) the date on which sufficient moneys to purchase the Equipment are deposited for that purpose with an Escrow Agent.

"Equipment" means the property described in the Schedules and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto. Whenever reference is made in this Agreement to Equipment listed in a Schedule, that reference shall be deemed to include all replacements, repairs, restorations, modifications and improvements of or to that Equipment.

"Event of Default" means, with respect to any Lease, an Event of Default described in Section 10.01.

"Escrow Agreement" means, with respect to a given Schedule, an escrow agreement in form and substance satisfactory to Lessor, between Lessee, Lessor and an escrow agent relating to the acquisition fund created thereunder.

"Lease" means, at any time, (i) if none of Lessor's interest in, to and under any Schedule has been assigned pursuant to Section 9.01, or if all of Lessor's interest in, to and under this Agreement and all Schedules have been assigned to the same assignee without any reassignment, this Agreement, or (ii) if Lessor's interest in, to and under any Schedule or Schedules has been assigned or reassigned pursuant to Section 9.01, all Schedules that have the same Lessor and this Agreement as it relates to those Schedules and the Equipment listed therein, which shall constitute a separate single lease relating to that Equipment.

"Lease Term" means, with respect to any Lease, the Original Term and all Renewal Terms of that Lease.

"Lessee" means the entity which is described in the first paragraph of this Agreement, its successors and assigns.

"Lessor" means, with respect to each Schedule and the Lease of which that Schedule is a part, (i) if Lessor's interest in, to and under that Schedule has not been assigned pursuant to Section 9.01, the entity described as such in the first paragraph of this Agreement or its successor, or (ii) if Lessor's interest in, to and under that Schedule has been assigned pursuant to Section 9.01, the assignee thereof or its successor.

"Net Proceeds" means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys' fees) incurred in the collection of such claim or award.

"Original Term" means, with respect to any Lease, the period from the first Commencement Date for any Schedule under that Lease until the end of the fiscal year of Lessee in effect at that Commencement Date.

"Purchase Option Price" means, with respect to the Equipment listed on any Schedule, the amount set forth in that Schedule as the Purchase Option Price for that Equipment.

"Renewal Terms" means, with respect to any Lease, the automatic renewal terms of that Lease, as provided for in Article III of this Agreement, each having a duration of one year and a term co-extensive with the Lessee's fiscal year except the last of such automatic renewal terms which shall end on the due date of the last Rental Payment set forth in the Schedule.

"Rental Payments" means the basic rental payments payable by Lessee pursuant to Section 4.02.

"State" means the state in which Lessee is located.

"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessee purchased or is purchasing the Equipment.

## ARTICLE III. LEASE TERM

Section 3.01. Lease of Equipment. Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment listed in each Schedule in accordance with this Agreement and that Schedule for the Lease Term for the Lease of which that Schedule is a part. The Lease Term for each Lease may be continued at the end of the Original Term or any Renewal Term for an additional Renewal Term; provided, however, that at the end of the Original Term and at the end of each Renewal Term, Lessee shall be deemed to have continued that Lease for the next Renewal Term unless Lessee shall have terminated that Lease pursuant to **Section 4.05** or **Section 5.03**. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the Schedules. Lessor hereby covenants to provide Lessee during the Lease Term with quiet use and enjoyment of the Equipment, and Lessee shall during the Lease Term peaceably and quietly have and hold and enjoy the Equipment, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement.

Section 3.02. Continuation of Lease Term. Lessee currently intends, subject to **Section 4.05**, to continue the Lease Term for each Lease through the Original Term and all of the Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Lease Term for each Lease can be obtained. The responsible financial officer of Lessee shall do all things lawfully within his or her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for the Rental Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend a Lease for any Renewal Term is solely within the discretion of the then current governing body of Lessee.

Section 3.03. Return of Equipment on Termination. Upon expiration or earlier termination of any Schedule under any provision of this Agreement at a time when Lessee does not exercise its option to purchase the Equipment described in that Schedule under the provisions of this Agreement, Lessee shall deliver, at Lessee's expense, the Equipment described in that Schedule to Lessor in the same condition as existed at the Commencement Date, ordinary wear and tear expected, packaged or otherwise prepared in a manner suitable by shipment by truck or rail common carrier at a location specified by Lessor.

Section 3.04. Conditions to Lessor's Performance under Schedules. As a prerequisite to the performance by Lessor of any of its obligations pursuant to the execution and delivery of any Schedule, Lessee shall deliver to Lessor the following:

- (a) A Lessee Resolution executed by the Clerk or Secretary or other comparable officer of Lessee, in substantially the form attached hereto as Exhibit B, completed to the satisfaction of Lessor;
- (b) An Opinion of Counsel to Lessee in substantially the form attached hereto as Exhibit C respecting such Schedule and otherwise satisfactory to Lessor;
- (c) All documents, including financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate at that time;
- (d) Such other items, if any, as are set forth in such Schedule or are reasonably required by Lessor.

This Agreement is not a commitment by Lessor to enter into any Schedule not currently in existence, and nothing in this Agreement shall be construed to impose any obligation upon Lessor to enter into any proposed Schedule, it being understood that whether Lessor enters into any proposed Schedule shall be a decision solely within Lessor's discretion.

Lessee will cooperate with Lessor in Lessor's review of any proposed Schedule. Without limiting the foregoing, Lessee will provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Schedule. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

## **ARTICLE IV. RENTAL PAYMENTS**

**Section 4.01. Rental Payments to Constitute a Current Expense of Lessee.** Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

**Section 4.02. Payment of Rental Payments.** Lessee shall pay Rental Payments, from any and all legally available funds, in lawful money of the United States of America, exclusively to Lessor or, in the event of assignment by Lessor, to its assignee, in the amounts and on the dates set forth in each Schedule. Rental Payments shall be in consideration for Lessee's use of the Equipment during the applicable year in which such payments are due. The Rental Payments will be payable without notice or demand at the office of Lessor (or such other place as Lessor may from time to time designate in writing). If any Rental Payment or other sum payable under any Schedule is not paid when due, Lessee shall pay to Lessor accrued interest on such delinquent amount from the date due thereof until paid at the lesser of 18% or the maximum rate allowed by law. In the event that it is determined that any of the interest components of Rental Payments may not be excluded from gross income for purposes of federal income taxation, Lessee agrees to pay to Lessor promptly after any such determination and on the date of each Rental Payment thereafter an additional amount determined by Lessor to compensate Lessor for the loss of such excludability (including without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive absent manifest error.

**Section 4.03. Interest and Principal Components.** A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of, principal. Each Schedule will set forth the interest component and the principal component of each Rental Payment during the Lease Term.

**Section 4.04. Rental Payments to be Unconditional.** The obligations of Lessee to make payment of the Rental Payments required under this Article IV and other sections hereof, and to perform and observe the covenants and agreements contained herein, shall be absolute and unconditional in all events, except as expressly provided under this Agreement. Notwithstanding any dispute between Lessee and Lessor, any Vendor or any other dispute between Lessee and Lessor, any Vendor or any other person, Lessee shall make all payments of Rental Payments when due and shall not withhold any Rental Payments pending final resolution of such dispute, nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such payments required under this Agreement. Lessee's obligation to make Rental Payments during the Original Term or the then-current Renewal Term for each Schedule shall not be abated through accident or unforeseen circumstances.

**Section 4.05. Non appropriation.** Lessee is obligated only to pay such Rental Payments under this Agreement (and any additional amounts due hereunder, if applicable) as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current fiscal year. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments under a Lease following the then current Original Term or Renewal Term, that Lease shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver written notice to Lessor of such termination at least 60 days prior to the end of the then current Original Term or Renewal Term, but failure to give such written notice shall not extend the term beyond such Original Term or Renewal Term.

## **ARTICLE V. TITLE TO EQUIPMENT; SECURITY INTEREST; OPTION TO PURCHASE**

**Section 5.01. Title to the Equipment.** Title to the Equipment shall be and remain in Lessor when Lessee acquires and accepts the Equipment. Title to the Equipment subject to a Lease will automatically transfer to Lessee upon payment of all Rental Payments relating thereto or payment by Lessee of the Purchase Option Price in accordance with Section 5.03 with respect thereto. In either of such events Lessor shall execute and deliver to Lessee such documents as Lessee may request to evidence the passage of legal title to the Equipment subject to such Lease to Lessee.

**Section 5.02. Personal Property.** Lessor and Lessee agree that the Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

**Section 5.03. Option to Purchase.** Lessee shall have the option to purchase Lessor's interest in all (but not less than all) of the Equipment described in any Schedule, upon giving written notice to Lessor at least 60 (but not more than 180) days before the date of purchase, at the following times and upon the following terms:

- (a) On the date of the last Rental Payment set forth in that Schedule (assuming this Agreement is renewed at the end of the Original Term and each Renewal Term), if the Agreement is still in effect on such day, upon payment in full to Lessor of the Rental Payments and all other amounts then due under that Schedule plus One Dollar;
- (b) On the last day of the Original Term or any Renewal Term then in effect, upon payment in full to Lessor of the Rental Payments and all other amounts then due under that Schedule plus the then applicable Purchase Option Price set forth in that Schedule; or
- (c) In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in that Schedule on the day specified in Lessee's written notice to Lessor of its exercise of the purchase option upon payment in full to Lessor of the Rental Payments and all other amounts then due under that Schedule, including, without limitation, interest accrued to the date of payment, plus the then applicable Purchase Option Price set forth in that Schedule.

## **ARTICLE VI. DELIVERY, MAINTENANCE; MODIFICATION; TAXES; INSURANCE AND OTHER CHARGES**

**Section 6.01. Delivery, Installation and Acceptance of Equipment.** Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the locations specified in the Schedules and pay any and all delivery and installation costs in connection therewith. When the Equipment listed in any Schedule has been delivered and installed, Lessee shall immediately accept such Equipment and evidence said acceptance by executing and delivering to Lessor an Acceptance Certificate in the form attached hereto as Exhibit D.

**Section 6.02. Location; Inspection.** Once installed, no item of the Equipment will be moved from the location specified for it in the Schedule on which that item is listed without Lessor's consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

**Section 6.03. Maintenance of Equipment by Lessee.** Lessee agrees that at all times during the Lease Term Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and that Lessee will from time to time make or cause to be made all necessary and proper repairs, replacements and renewals. Lessor shall have no responsibility in any of these matters, or for the making of improvements or additions to the Equipment. Lessee shall not make material modifications to the Equipment without the prior consent of Lessor.

**Section 6.04. Liens, Taxes, Other Governmental Charges and Utility Charges.** Lessee shall keep the Equipment free of all liens, charges and encumbrances except those created by this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes of Lessor), Lessee will pay, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment and any equipment or other property acquired by Lessee in substitution for, as a renewal or replacement of, or a modification, improvement or addition to the Equipment, as well as all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment; provided that, with respect to any governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as have accrued during the Lease Term. Lessee will take no action that will cause the interest portion of any Rental payment to become includable in gross income of the recipient for purposes of federal income taxation under the Code, and Lessee will take, and will cause its officers, employees and agents to take, all affirmative action legally within its power to prevent such interest from being includable in gross income for purposes of federal income taxation under the Code. Lessee acknowledges that Lessor's yield with respect to this Agreement is dependent upon the interest component of each Rental Payment being excluded from Lessor's income pursuant to the Code.



Section 6.05. Provisions Regarding Insurance. At its own expense, Lessee shall maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by Lessor, in an amount at least equal to the replacement cost of the Equipment, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b); provided further that, if Lessor provides such consent Lessee shall provide to Lessor information with respect to such self-insurance program as Lessor may request from time to time. All insurance proceeds from casualty losses shall be payable as hereinafter provided. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. All such casualty and liability insurance shall be with insurers that are acceptable to Lessor, shall name Lessor as a loss payee and an additional insured, respectively, and shall contain a provision to the effect that such insurance shall not be canceled or modified materially without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation or modification. All such casualty insurance shall contain a provision making any losses payable to Lessee and Lessor as their respective interests may appear.

Section 6.06. Advances. In the event Lessee shall fail to maintain the full insurance coverage required by this Agreement or shall fail to keep the Equipment in good repair and operating condition, Lessor may (but shall be under no obligation to) purchase the required insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced therefore by Lessor shall constitute additional rent for the then-current Original Term or Renewal Term, and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the date advanced until paid at the rate of 18% per annum or the maximum interest rate permitted by law, whichever is less.

## **ARTICLE VII. DAMAGE, DESTRUCTION AND CONDEMNATION: USE OF NET PROCEEDS**

Section 7.01. Risk of Loss. Lessee is responsible for the entire risk of loss of or damage or destruction to the Equipment. No such loss, damage or destruction shall relieve Lessee of any obligation under this Agreement or any Lease.

Section 7.02. Damage, Destruction and Condemnation. If (a) the Equipment listed on any Schedule or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of that Equipment, unless Lessee shall have exercised its option to purchase that Equipment pursuant to Section 5.03. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

Section 7.03. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement referred to in Section 7.02, Lessee shall either complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, unless Lessee, pursuant to Section 5.03, purchases Lessor's interest in the Equipment destroyed, damaged or taken and any other Equipment listed in the same Schedule. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing Lessor's interest in the Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefore from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

## **ARTICLE VIII. DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; USE OF THE EQUIPMENT**

Section 8.01. Disclaimer of Warranties. LESSEE HAS SELECTED THE EQUIPMENT AND THE VENDORS. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY OR REPRESENTATION WITH RESPECT THERETO. In no event shall Lessor be liable for an incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of any item or products or service provided for in this Agreement.

Section 8.02. Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights, including warranties of the Equipment, which Lessor may have against the Vendor of the Equipment. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against Lessor, nor shall such matter have any effect, whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made no representation or warranties whatsoever as to the existence or availability of such warranties of the Vendor of the Equipment.

Section 8.03. Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdictions in which its operations involving any item of Equipment may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment; provided, however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Lessor, adversely affect the title of Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement.

Section 8.04. Essential Nature of the Equipment. Lessee confirms and affirms that the Equipment is essential to the function of Lessee and the services provided to its citizens, that there is an immediate need for the Equipment which is not temporary or expected to diminish in the foreseeable future, and that Lessee will use substantially all the Equipment for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of its authority.

## **ARTICLE IX. ASSIGNMENT, SUBLEASING, INDEMNIFICATION, MORTGAGING AND SELLING**

Section 9.01. Assignment by Lessor. Lessor's interest in, to, and under this Agreement; any Lease and the Equipment may be assigned and reassigned in whole or in part to one or more assignees by Lessor at any time subsequent to its execution. Lessee hereby agrees to maintain a written record of each such assignment in form necessary to comply with Section 149(a) of the Code. No such assignment shall be binding on Lessee until it has received written notice from Lessor of the assignment disclosing the name and address of the assignee. Lessee agrees to execute all documents, including chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in the Equipment and in this Agreement. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim, defense, set-off or other right Lessee may from time to time have against Lessor.

Section 9.02. Assignment and Subleasing by Lessee. None of Lessee's interest in, to and under this Agreement and in the Equipment may be sold, assigned, subleased, pledged or otherwise encumbered by Lessee without the prior written consent of Lessor.

Section 9.03. Release and Indemnification Covenants. To the extent permitted by law, Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liabilities, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and all expenses in connection therewith (including, without limitation, counsel fees and expenses, penalties connected therewith imposed on interest received) arising out of or as (a) result of the entering into of this Agreement, (b) the ownership of any item of the Equipment, (c) the manufacture, ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person, and/or (e) the breach of any covenant herein or any material misrepresentation contained herein. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

## ARTICLE X. EVENTS OF DEFAULT AND REMEDIES

**Section 10.01. Events of Default Defined.** Subject to the provisions of **Section 4.05**, any of the following events shall constitute an "Event of Default" under any Lease:

- (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid under that Lease at the time specified in that Lease;
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed under that Lease, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;
- (c) Any statement, representation or warranty made by Lessee in or pursuant to that Lease or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;
- (d) Any provision of that Lease shall at any time for any reason cease to be valid and binding on Lessee, or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee shall deny that it has any further liability or obligation under that Lease.
- (e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or
- (f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

**Section 10.02. Remedies on Default.** Whenever any Event of Default under any Lease exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) By written notice to Lessee, declare all Rental Payments and other amounts payable by Lessee under that Lease to the end of the then current Original Term or Renewal Term to be due;
- (b) Upon written request by Lessor, Lessee shall within thirty (30) days use its best efforts to sell the Equipment subject to such Lease for an amount equal to the sum of all Rental Payments then due or past due and the applicable Purchase Option Price, and any other amounts due Lessor hereunder, and if Lessee sells the Equipment Lessee shall pay to Lessor an amount of proceeds thereof equal to the foregoing. If Lessee fails to sell the Equipment for such amount, then Lessee shall at its expense cause the Equipment to be delivered to Lessor at a place in the State designated by Lessor. If Lessee fails or refuses to transfer the Equipment to Lessor as herein provided, Lessor shall have the right to obtain a judgment against Lessee for the amount required to be paid to Lessor from the proceeds of the sale of the Equipment plus interest thereon to the date of payment at the lower of 10% per annum or the highest rate permitted by law.

In addition, whenever an Event of Default exists with respect to any Rental Payment required by a particular Schedule or with respect to any other payment, covenant, condition, agreement, statement, representation or warranty set forth in that Schedule or applicable to that Schedule or the Equipment listed therein, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (d) By written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee pursuant to that Schedule and other amounts payable by Lessee under this Agreement to the end of the then current Original Term or Renewal Term to be due;
- (e) Upon written request by Lessor, Lessee shall within thirty (30) days use its best efforts to sell the Equipment subject to such Schedule for an amount equal to the sum of all Rental Payments then due or past due and the applicable Purchase Option Price, and any other amounts due Lessor hereunder, and if Lessee sells the Equipment Lessee shall pay to Lessor an amount of proceeds thereof equal to the foregoing. If Lessee fails to sell the Equipment for such amount, then Lessee shall at its expense cause the Equipment to be delivered to Lessor at a place in the State designated by Lessor. If Lessee fails or refuses to transfer the Equipment to Lessor as herein provided, Lessor shall have the right to obtain a judgment against Lessee for the amount required to be paid to Lessor from the proceeds of the sale of the Equipment plus interest thereon to the date of payment at the lower of 10% per annum or the highest rate permitted by law.

In addition to the remedies specified above, Lessor may charge interest on all amounts due to it at the rate of 10% per annum or the maximum amount permitted by law, whichever is less. The exercise of any such remedies respecting any such Event of Default shall not relieve Lessee of any other liabilities under any other Schedules, this Agreement related to any other Schedule or the Equipment listed therein.

**Section 10.03. Remedies Exclusive.** The remedies provided to Lessor under Section 10.02 shall be the sole and exclusive remedies exercisable by Lessor in the event of a default by Lessee hereunder.

**Section 10.04. Agreement to Pay Attorneys' Fees and Expenses.** If Lessee should default under any of the provisions hereof and Lessor should employ attorneys or incur other expenses for the collection of moneys or for the enforcement of performance or observance of any obligation or agreement on the part of Lessee contained in this Agreement, Lessee agrees, to the extent it is permitted by law to do so, that it will, if assessed by a court of competent jurisdiction, pay to Lessor the reasonable fees of those attorneys and other reasonable expenses so incurred by Lessor.

**Section 10.05. Application of Moneys.** Any net proceeds from the exercise of any remedy hereunder (after deducting all expenses of Lessor in exercising such remedies including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing Equipment and all brokerage, auctioneer's or attorney's fees) shall be applied as follows:

- (a) If such remedy is exercised solely with respect to a single Schedule, Equipment listed in that Schedule or rights under the Agreement related to that Schedule, then to amounts due pursuant to that Schedule and other amounts related to that Schedule or that Equipment.
- (b) If such remedy is exercised with respect to more than one Schedule, Equipment listed in more than one Schedule or rights under the Agreement related to more than one Schedule, then to amounts due pursuant to those Schedules pro rata.

## ARTICLE XI. MISCELLANEOUS

**Section 11.01. Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business.

**Section 11.02. Binding Effect; Entire Agreement; Amendments and Modifications.** This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the Lessor and the Lessee; nor shall any such amendment that affects the rights of Lessor's assignee be effective without such assignee's consent. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 11.03. Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State.

**Section 11.04. Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 11.05. Amendments, Changes and Modifications.** This Agreement may be amended, added to, changed or modified by written agreement duly executed by Lessor and Lessee.

Section 11.06. Execution in Counterparts: Chattel Paper. This Agreement, including in writing each Schedule, may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; except (1) to the extent that various Schedules and this Agreement as it relates thereto constitutes separate Leases as provided in this Agreement and (2) that Lessor's interest in, to and under any Schedule and the Agreement as it relates to that Schedule, and the Equipment listed in that Schedule may be sold or pledged only by delivering possession of the original counterpart of that Schedule marked "Counterpart No. 1," which Counterpart No. 1 shall constitute chattel paper for purposes of the Uniform Commercial Code.

Section 11.07. Usury. The parties hereto agree that the charges in this Agreement and any Lease shall not be a violation of usury or other law. Any such excess charge shall be applied in such order as to conform this Agreement and such Lease to such applicable law.

Section 11.08. Jury Trial Waiver. To the extent permitted by law, lessee agrees to waive its right to a trial by jury.

Section 11.09. Facsimile Documentation. Lessee agrees that a facsimile copy of this Agreement or any Lease with facsimile signatures may be treated as an original and will be admissible as evidence of this Agreement or such Lease.

Section 11.10. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives listed below.

**Lease No. KEYFL2025-06EU-EG**

**LESSEE:**

Key Largo Fire Rescue and Emergency Medical Services  
District

**LESSOR:**

Community First National Bank

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Anthony Allen, Chairman

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Blake Kaus, VP

# EXHIBIT A

## SCHEDULE OF EQUIPMENT NO. 01, Dated 6/25/2025

Counterpart No. 1,

LESSOR'S INTEREST IN, TO AND UNDER THIS SCHEDULE AND THE AGREEMENT AS IT RELATES TO THIS SCHEDULE MAY BE SOLD OR PLEDGED ONLY BY DELIVERING POSSESSION OF COUNTERPART NO. 1 OF THIS SCHEDULE, WHICH COUNTERPART NO. 1 SHALL CONSTITUTE CHATTEL PAPER FOR PURPOSES OF THE UNIFORM COMMERCIAL CODE.

Re: Master Equipment Lease Purchase Agreement, dated as of 6/25/2025, between Community First National Bank, as Lessor, and Key Largo Fire Rescue and Emergency Medical Services District, as Lessee.

1. **Defined Terms.** All terms used herein have the meanings ascribed to them in the above referenced Master Equipment Lease Purchase Agreement (the "Master Equipment Lease").
2. **Equipment.** The Equipment included under this Schedule of Equipment is comprised of the items described in the Equipment Description attached hereto as **Attachment 1**, together with all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.
3. **Payment Schedule.** The Rental Payments and Purchase Option Prices under this Schedule of Equipment are set forth in the Payment Schedule attached as **Attachment 2** hereto.
4. **Representations, Warranties and Covenants.** Lessee hereby represents, warrants, and covenants that its representations, warranties and covenants set forth in the Agreement are true and correct as though made on the date of commencement of Rental Payments on this Schedule.
5. **The Master Equipment Lease.** This Schedule is hereby made as part of the Master Equipment Lease and Lessor and Lessee hereby ratify and confirm the Master Equipment Lease. The terms and provisions of the Master Equipment Lease (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated by reference and made a part hereof.

**Lease Number: KEYFL2025-06EU-EG**

**LESSEE:**

Key Largo Fire Rescue and Emergency Medical Services  
District

**LESSOR:**

Community First National Bank

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Anthony Allen, Chairman

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Blake Kaus, VP

# ATTACHMENT 1

## EQUIPMENT DESCRIPTION

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**RE: Schedule of Equipment No. 01, dated 6/25/2025, to Master Equipment Lease Purchase Agreement, dated as of 6/25/2025, between Community First National Bank, as Lessor, and Key Largo Fire Rescue and Emergency Medical Services District, as Lessee.**

**Lease Number: KEYFL2025-06EU-EG**

One (1) New Rosenbauer Pumper-Tanker Truck

With a total acquisition cost of \$856,736.00; together with all additions, accessions and replacements thereto. Lessee hereby certifies the description of the personal property set forth above constitutes an accurate description of the "Equipment", as defined in the attached Master Equipment Lease Purchase Agreement and the Equipment is located on the premise of the Lessee unless otherwise noted by the Lessee.

Physical location where equipment be stored after delivery: \_\_\_\_\_

**LESSEE:**

Key Largo Fire Rescue and Emergency Medical Services  
District

\_\_\_\_\_  
Anthony Allen, Chairman

## ATTACHMENT 2 PAYMENT SCHEDULE

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RE: Schedule of Equipment No. 01, dated 6/25/2025, to Master Equipment Lease Purchase Agreement, dated as of 6/25/2025, between Community First National Bank, as Lessor, and Key Largo Fire Rescue and Emergency Medical Services District, as Lessee.

Lease Number: KEYFL2025-06EU-EG

Project Funds: \$856,736.00

### AMORTIZATION SCHEDULE

Payment Number	Payment Date	Payment Amount	Interest Portion	Principal Portion	Purchase Option Price
1	6/25/2026	\$106,388.46	\$41,816.58	\$64,571.88	Not Available
2	6/25/2027	\$106,388.46	\$38,510.53	\$67,877.93	\$704,818.37
3	6/25/2028	\$106,388.46	\$35,035.22	\$71,353.24	\$631,324.53
4	6/25/2029	\$106,388.46	\$31,381.98	\$75,006.48	\$554,067.86
5	6/25/2030	\$106,388.46	\$27,541.69	\$78,846.77	\$472,855.69
6	6/25/2031	\$106,388.46	\$23,504.79	\$82,883.67	\$387,485.51
7	6/25/2032	\$106,388.46	\$19,261.19	\$87,127.27	\$297,744.42
8	6/25/2033	\$106,388.46	\$14,800.33	\$91,588.13	\$203,408.64
9	6/25/2034	\$106,388.46	\$10,111.07	\$96,277.39	\$104,242.93
10	6/25/2035	\$106,388.46	\$5,181.73	\$101,206.73	\$0.00
Grand Totals		\$1,063,884.60	\$247,145.11	\$816,739.49	

**LESSEE:**

Key Largo Fire Rescue and Emergency Medical Services  
District

---

Anthony Allen, Chairman

## EXHIBIT B

### LESSEE RESOLUTION

**Re: Schedule of Equipment No. 01, dated 6/25/2025, to Master Equipment Lease Purchase Agreement, dated as of 6/25/2025, between Community First National Bank, as Lessor, and Key Largo Fire Rescue and Emergency Medical Services District, as Lessee.**

I, the undersigned, the duly appointed, qualified and acting **Secretary** of the above captioned Lessee do hereby certify this date \_\_\_\_\_, as follows:

- (1) Lessee did, at a meeting of the governing body of the Lessee held on \_\_\_\_\_, by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the above referenced Schedule of Equipment No. 01 (the "Schedule") on its behalf by the following named representative of the Lessee, to witness:

\_\_\_\_\_  
**Authorized Signer:** Anthony Allen, Chairman

- (2) The above named representative of the Lessee held at the time of such authorization and holds at the present time the office set forth above.
- (3) The meeting of the governing body of the Lessee at which the Schedule was approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval and that the action approving the Schedule and authorizing the execution thereof has not been altered or rescinded.
- (4) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as such term is defined in the above referenced Master Equipment Lease Purchase Agreement) exists at the date hereof.
- (5) All insurance required in accordance with the above referenced Master Equipment Lease Purchase Agreement is currently maintained by the Lessee.
- (6) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rental Payments scheduled to come due during the Original Term and to meet its other obligations for the Original Term (as such terms are defined in the above referenced Master Equipment Lease Purchase Agreement) and such funds have not been expended for other purposes.
- (7) The fiscal year of Lessee is from \_\_\_\_\_ to \_\_\_\_\_.

The signatures below from the designated individuals from the Governing Body of the Lessee evidence the adoption by the Governing Body of this resolution.

**Key Largo Fire Rescue and Emergency Medical Services District**

**Attested By:** \_\_\_\_\_  
George Mirabella, Vice Chairman

**Certified By:** \_\_\_\_\_  
Kenny Edge, Secretary

## EXHIBIT C

### OPINION OF LESSEE'S COUNSEL

*(Must be re-Printed onto attorney's letterhead)*

(Date)

Community First National Bank  
215 S. Seth Child Road  
Manhattan, KS 66502

**Re: Lessee: Key Largo Fire Rescue and Emergency Medical Services District**

Ladies and Gentlemen:

As legal counsel to Key Largo Fire Rescue and Emergency Medical Services District (the "Lessee"), I have examined (a) an executed counterpart of a certain Master Equipment Lease Purchase Agreement, dated as of 6/25/2025, and Exhibits thereto by and between Community First National Bank (the "Lessor") and Lessee, Schedule of Equipment No. 01, dated 6/25/2025, and a certain Escrow Agreement dated as of 6/25/2025, (collectively, the "Agreement") by and between Lessor and Lessee, which, among other things, provides for the lease with option to purchase by the Lessee of certain property listed in the Schedule (the "Equipment"); (b) an executed counterpart of the ordinances or resolutions of Lessee which, among other things, authorizes Lessee to execute the Agreement and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

Based on the foregoing, I am of the following opinions:

- (1) Lessee's true and correct name is Key Largo Fire Rescue and Emergency Medical Services District.
- (2) Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power;
- (3) Lessee has the requisite power and authority to lease the Equipment with an option to purchase and to execute and deliver the Agreement and to perform its obligations under the Agreement;
- (4) The Agreement and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee and the Agreement and other documents either attached thereto or required therein are the valid and binding obligations of Lessee enforceable in accordance with their terms;
- (5) The authorization, approval and execution of the Agreement and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws; and
- (6) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the security interest of Lessor or its assigns, as the case may be, in the Equipment.
- (7) The signatures of the officers which appear on the Agreement are true and genuine; I know said officers and know them to hold the offices set forth below their names.
- (8) No further approval, consent or withholding of objection is required from any federal, state or local governmental authority with respect to the entering into or performance by the Lessee of the Lease and the transaction contemplated thereby.
- (9) The Equipment leased pursuant to the Agreement constitutes personal property and when subjected to use by Lessee will not be or become fixtures under applicable law.
- (10) The Lessee is a political subdivision within the meaning of Section 103 of the Internal Revenue Code of 1986 as amended and the related regulations and rulings.
- (11) The leasing of the Equipment pursuant to the Agreement is exempt from all sales and use taxes against either the Lessor or the Lessee during the term of the Lease pursuant to the Agreement and the Equipment will be exempt from all state and local personal property or other ad valorem taxes.

All capitalized terms herein shall have the same meanings as in the foregoing Agreement unless otherwise provided herein. Lessor, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Rental Payments are entitled to rely on this opinion.

Signature of Legal Counsel



## EXHIBIT D

### ACCEPTANCE CERTIFICATE

Community First National Bank  
215 S. Seth Child Road  
Manhattan, KS 66502

Ladies and Gentlemen,

**RE: Schedule of Equipment No. 01, dated 6/25/2025, to Master Equipment Lease Purchase Agreement, dated as of 6/25/2025, between Community First National Bank, as Lessor, and Key Largo Fire Rescue and Emergency Medical Services District, as Lessee.**

In accordance with the Master Equipment Lease Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

- (1) All of the Equipment (as such term is defined in the Agreement) listed in the above referenced Schedule of Equipment (the "Schedule") has been delivered, installed and accepted on the date hereof.
- (2) Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
- (3) Lessee is currently maintaining the insurance coverage required by **Section 6.05** of the Agreement.
- (4) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.
- (5) Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Agreement during the current Budget Year of Lessee, and such moneys will be applied in payment of all Rental Payments due and payable during such current Budget Year.
- (6) The governing body of Lessee has approved the authorization, execution and delivery of this Agreement on its behalf by the authorized representative of Lessee who signed the Agreement.

**LESSEE:**

Key Largo Fire Rescue and Emergency Medical Services  
District

\_\_\_\_\_  
Anthony Allen, Chairman

\_\_\_\_\_  
Date

*\*If delivery is not immediate, keep until final delivery.*

# TITLE REGISTRATION & SECURITY INTEREST CERTIFICATION

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**RE: Schedule of Equipment No. 01, dated 6/25/2025, to Master Equipment Lease Purchase Agreement, dated as of 6/25/2025, between Community First National Bank, as Lessor, and Key Largo Fire Rescue and Emergency Medical Services District, as Lessee.**

**Lease Number: KEYFL2025-06EU-EG**

One (1) New Rosenbauer Pumper-Tanker Truck

In accordance with the Agreement, the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. The Agreement requires the completion of the ownership transfer and perfection of the lienholder process. This process is completed through submission of the documents to the State for a title to be issued in the name of the Lessee.
2. The Lessee will in a timely fashion submit the appropriate paperwork to the State to have a title to the Equipment issued in their name as owner and Lessor listed as first lienholder. Such verification of perfected ownership and security interest will be provided to Lessor no later than 90 days from delivery of the Equipment.

**LESSEE:**

Key Largo Fire Rescue and Emergency Medical Services  
District

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Anthony Allen, Chairman

## BANK QUALIFIED CERTIFICATE

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**RE: Schedule of Equipment No. 01, dated 6/25/2025, to Master Equipment Lease Purchase Agreement, dated as of 6/25/2025, between Community First National Bank, as Lessor, and Key Largo Fire Rescue and Emergency Medical Services District, as Lessee.**

Whereas, Lessee hereby represents it is a "Bank Qualified" Issuer for the calendar year in which the above referenced Schedule is executed by making the following designations with respect to Section 265 of the Internal Revenue Code. (A "Bank Qualified Issuer" is an issuer that issues less than \$10,000,000 dollars of tax-exempt obligations during the calendar year).

Now, therefor, Lessee hereby designates the above referenced Schedule as follows:

1. **Designation as Qualified Tax-Exempt Obligation.** Pursuant to Section 265(b)(3)(B)(i) of the Internal Revenue Code of 1986 as amended (the "Code"), the Lessee hereby specifically designates the above referenced Schedule as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Lessee hereby represents that the Lessee will not designate more than \$10,000,000 of obligations issued by the Lessee in the calendar year during which the above referenced Schedule is executed and delivered as such "qualified tax-exempt obligations".
2. **Issuance Limitation.** In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Lessee hereby represents that the Lessee (including all subordinate entities of the Lessee within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the above referenced Schedule is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than \$10,000,000.

**LESSEE:**

Key Largo Fire Rescue and Emergency Medical Services  
District

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Anthony Allen, Chairman

# INSURANCE COVERAGE REQUIREMENTS

## Lessee: Key Largo Fire Rescue and Emergency Medical Services District

Please mark one of the following:

( ) Pursuant to Section 6.05 of the Agreement, you have agreed to provide us evidence of insurance covering the property in the Agreement. A Certificate of Insurance naming all insured parties and coverage must be provided to us as soon as possible, but no later than the date on which delivery of equipment occurs.

( ) Pursuant to Section 6.05 of the Agreement, we are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letter form, together with a copy of the statute authorizing this form of insurance. Coverage must be provided to us as soon as possible, but no later than the date on which delivery of equipment occurs.

Equipment to be insured: **One (1) New Rosenbauer Pumper-Tanker Truck**

Policy should be issued and mailed to: Community First National Bank and/or Its Assigns  
215 S. Seth Child Road  
Manhattan, KS 66502

### INSURANCE REQUIREMENTS:

#### 1. LIABILITY

- ✓ \$1,000,000.00 Aggregate Bodily Injury
- ✓ \$1,000,000.00 Combined Single Limit per Occurrence
- ✓ Community First National Bank and/or Its Assigns MUST be listed as additional insured and loss payee.

#### 2. PHYSICAL DAMAGE

- ✓ All risk coverage to guarantee proceeds sufficient to cover the replacement cost of the equipment.
- ✓ Community First National Bank and/or Its Assigns MUST be listed as additional insured and loss payee.

#### 3. ENDORSEMENT

- ✓ Lessor will receive at least thirty (30) days written notice from Insurer prior to alteration, cancellation or reduction of insurance coverage.
- ✓ Deductibles should be listed on the Certificate of Coverage

**THE CERTIFICATE SHOULD BE**  
**EMAILED TO [seankeating@clpusa.net](mailto:seankeating@clpusa.net)**  
**OR FAXED TO: 888.777.7875**

Insurance Company Name:		
Agents Name:		
Address:		
City:	State:	Zip:
Phone:	Fax:	Email:

#### LESSEE:

Key Largo Fire Rescue and Emergency Medical Services  
District

\_\_\_\_\_  
Anthony Allen, Chairman

## INVOICE INSTRUCTIONS

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**RE: Schedule of Equipment No. 01, dated 6/25/2025, to Master Equipment Lease Purchase Agreement, dated as of 6/25/2025, between Community First National Bank, as Lessor, and Key Largo Fire Rescue and Emergency Medical Services District, as Lessee.**

**Lease Number: KEYFL2025-06EU-EG**

**Equipment Description: One (1) New Rosenbauer Pumper-Tanker Truck**

Please provide contact information for billing and invoicing purposes.

Person/Department: \_\_\_\_\_  
P.O. Box/Street: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

## NOTICE OF ASSIGNMENT

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July 10, 2025

Key Largo Fire Rescue and Emergency Medical Services District  
PO Box 371023  
Key Largo, FL 33037

**RE: Schedule of Equipment No. 01, dated 6/25/2025, to Master Equipment Lease Purchase Agreement, dated as of 6/25/2025, between Community First National Bank, as Lessor, and Key Largo Fire Rescue and Emergency Medical Services District, as Lessee. Along with the Escrow Agreement entered into as of 6/25/2025.**

Please be advised that Community First National Bank has assigned all its right, title and interest in, to and under the above referenced Master Equipment Lease Purchase Agreement (the "Agreement"), the Equipment leased thereunder and the right to receive Rental Payments thereunder to the following assignee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Community First National Bank will be the servicing this lease and all Rental Payments and payment of the Purchase Option Price due under the Agreement will be made to:

**Community First National Bank  
215 S. Seth Child Road  
Manhattan, KS 66502**

Community First National Bank

\_\_\_\_\_  
Blake Kaus, VP

ACKNOWLEDGED AND ACCEPTED:

Key Largo Fire Rescue and Emergency Medical  
Services District

\_\_\_\_\_  
Anthony Allen, Chairman

\*Lessor may at a future date desire to assign this lease agreement. At this time, a specific Assignee is undetermined. At such time Lessor determines a need to assign this lease; Lessee will be provided with a completed copy of this page for their records and be made aware of any changes in where to send the rental payments going forward. This assignment option is outlined in Article IX of the Master Equipment Lease Purchase Agreement.

# ESCROW AGREEMENT

**THIS ESCROW AGREEMENT, made and entered into as of 6/25/2025 by and among Community First National Bank, a national banking association ("Escrow Agent"), Community First National Bank, a corporation duly organized and existing under the Laws of the State of Kansas ("Lessor"), and Key Largo Fire Rescue and Emergency Medical Services District ("Lessee") a political subdivision under the laws of the State of Florida ("State"), duly organized and existing under the Constitution and laws of the State.**

## WITNESSETH

WHEREAS, Lessee and Lessor have entered into a Schedule of Equipment No. 01, dated 6/25/2025 to Master Equipment Lease Purchase Agreement dated as of 6/25/2025 ("Agreement"), a duplicate original of which has been furnished to each of the parties, whereby Lessor has agreed to acquire certain equipment described therein ("Equipment"), and to sell the Equipment to the Lessee, and Lessee has agreed to purchase the Equipment from Lessor, in the manner and on the terms set forth in the Agreement; and

WHEREAS, the Equipment has or will be ordered from the Vendor, and there is expected to be a delay in delivery of the Equipment to Lessee; and

WHEREAS, in order to secure the obligations of Lessor under the Agreement, Lessee has requested Lessor to set aside in escrow with the Escrow Agent, pursuant to the terms hereof, the anticipated purchase price of the Equipment; and

WHEREAS, Lessee, as agent for Lessor, will cause the Equipment to be acquired from Vendor in accordance with the purchase orders or contracts therefore, and neither Lessor nor the Escrow Agent shall be obligated to assume or perform any obligation of the Lessee or Vendor with respect thereto or under the Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

## ARTICLE I. APPOINTMENT OF ESCROW AGENT: DEFINITIONS

**Section 1.01. Appointment of Escrow Agent.** Lessor and Lessee hereby appoint and employ Escrow Agent, to receive, hold, invest and disburse the moneys to be paid to it pursuant to this Escrow Agreement and the Agreement, and to perform certain other functions, all as hereinafter provided. By executing and delivering this Escrow Agreement, Escrow Agent accepts the duties and obligations of Escrow Agent provided herein, but only upon the terms and conditions set forth.

**Section 1.02. Definitions.** The terms defined in this Section shall, for all purposes of this Escrow Agreement have the meanings specified below. Any capitalized term not defined below shall have the meaning ascribed in the Agreement.

"Agreement" means the Schedule of Equipment No. 01, dated 6/25/2025 to Master Equipment Lease Purchase Agreement dated 6/25/2025, by and between Lessee and Lessor and any duly authorized and executed amendment thereto, the terms of which are incorporated herein by reference.

"Acquisition Costs" means, with respect to the Equipment, the contract price paid or to be paid to Vendor therefore upon acquisition or delivery of any portion of the Equipment in accordance with the purchase order or contract therefore. Acquisition Costs include the administrative, engineering, legal, financial and other costs incurred by the Lessee in connection with the acquisition, delivery and financing by Lessor of the Equipment.

"Acceptance Certificate" means an acceptance certificate in the form attached to the Agreement.

"Acquisition Fund" means the fund by that name established and held by the Escrow Agent pursuant to Article II of this Escrow Agreement.

"Closing Date" means the day when Lessor deposits with the Escrow Agent the moneys required to be deposited pursuant to Article II.

"Equipment" means the personal property described in the Agreement, together with any and all modifications, additions and alterations thereto, to be acquired from the moneys held in the Acquisition Fund.

"Escrow Agent" means Community First National Bank or any successor thereto acting as Escrow Agent pursuant to this Escrow Agreement.

"Escrow Agreement" means this Escrow Agreement and any duly authorized and executed amendment thereto.

"Independent Counsel" means an attorney duly admitted to the practice of law before the highest court of the State in which he maintains an office and who is not an employee of Lessor, the Escrow Agent or the Lessee.

"Lessee Representative" means the representative of Lessee or a person authorized by the Lessee to act on its behalf under or with respect to this Agreement.

"Lessor Representative" means the President, any Vice President or Assistant Vice President of Lessor, or any person authorized to act on behalf of Lessor under or with respect to this Agreement, as evidenced by a certificate conferring such authorization executed by the President, any Vice President or Assistant Vice President of Lessor, given to the Lessee or the Lessee Representative.

"Payment Date" means the date upon which any Rental Payment under the Agreement is due and payable, as set forth in the Payment Schedule.

"Payment Request Form" means the document substantially in the form attached hereto as Exhibit A to be executed by Lessee and Lessor and submitted to Escrow Agent to authorize payment of Acquisition Costs.

"Qualified Investments" means (i) direct general obligations of the United States of America; (ii) obligations guaranteed by the United States; (iii) general obligations of the agencies and instrumentalities of the United States; (iv) certificates of deposit, time deposits or demand deposits with a bank or savings institution qualified as a depository of public funds in the State of Kansas, provided that such certificates of deposit, time deposits or demand deposits, if not insured by the Federal Deposit Insurance Corporation of the Federal Savings and Loan Insurance Corporation, are fully secured by obligations described in Clauses (i), (ii) or (iii); (v) money market funds, the assets of which are obligations of or guaranteed by the United States of America and which funds are rated "Aaa" by Moody's Investors Service or "Am" or "Am-G" by Standard & Poor's Corporation.

"Rental Payments" means the basic payments payable by Lessee to Lessor pursuant to the provisions of the Agreement during the term thereof which are payable in conjunction of the right of Lessee to use the Equipment during the then current portion of the term of the Agreement.

"Term of the Agreement" means the time during which the Agreement is in effect, as provided in Article III of the Agreement.

"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased will purchase or has ordered the Equipment or with whom Lessor has contracted for the acquisition of the Equipment.

**Section 1.03. Authorization.** Each of the parties hereby represents and warrants that it has full legal authority and is duly empowered to enter into this Agreement, and has taken all actions necessary to authorize the execution of this Agreement by the officers and person signing it.

## ARTICLE II. ACQUISITION FUND

**Section 2.01. Acquisition Fund.** Escrow Agent shall establish a special fund designated as the "Acquisition Fund"; shall keep such Acquisition Fund separate and apart from all other funds and moneys held by it; and shall administer such funds as expressly provided hereunder.

**Section 2.02. Deposit of Moneys by Lessor.** At the Closing Date, Lessor shall deposit with the Escrow Agent the amount of \$816,739.49. Escrow Agent shall credit said amount to the Acquisition Fund established and to be held, applied and disbursed as herein provided.

Section 2.03. Purpose; Payment of Acquisition Costs. The Acquisition Fund shall be expended for the Acquisition Costs of the Equipment. Escrow Agent shall pay from the Acquisition Fund the Acquisition Costs of the Equipment, upon receipt from Lessee and Lessor the following items:

- (a) in the case of payment of any Acquisition Costs to Vendor pursuant to a contract or purchase order, (1) a duly executed Payment Request Form, with a true copy of the Vendor's statement attached, (2) where applicable, a duplicate original of any change order approved by Lessee and Lessor increasing Acquisition Costs in an amount in excess of the original purchase order or contract price, (3) receipts from the Vendor showing proper application of prior requisitions, (4) bills of sale for any component of the Equipment for which a bill of sale may be delivered, and (5) an Acceptance Certificate with respect to the Equipment for which disbursement is requested;
- (b) in the case of any Acquisition Costs previously paid by Lessee for which it is seeking reimbursement, (1) a duly executed Payment Request Form, (2) a true copy of Vendor's statement for such Acquisition Costs, (3) evidence of payment, and (4) evidence of Lessee's declaration of official intent for reimbursement, which declaration shall have been made no later than 60 days after the Lessee paid the Acquisition Costs; or
- (c) in the case of payment of any other Acquisition Costs, a duly executed Payment Request Form.

Section 2.04. Escrow Agent's Compensation. As compensation for the services to be rendered hereunder, Lessee agrees to pay the Escrow Agent \$175.00 ("Escrow Agent's Compensation"). The Escrow Agent's Compensation shall be payable from interest earnings on the escrow account and will be paid upon disbursement of proceeds to the vendor and closing of the escrow account. If the interest earnings on the escrow account are not sufficient to pay the Escrow Agent's Compensation, Escrow Agent shall provide Lessee with an invoice for the shortfall and Lessee shall pay such amount to Escrow Agent upon demand. If funds remain in the Acquisition Fund, excluding Acquisition Costs and Escrow Agent's Compensation, after the full delivery and acceptance of the Equipment, then Lessee and Lessor agree such excess funds shall be retained by Escrow Agent as partial compensation for the performance of its obligations hereunder.

Section 2.05. Transfers Upon Completion. Upon the first to occur of (a) payment of all Acquisition Costs with respect to the Equipment; or (b) the one year anniversary of the Closing Date, Escrow Agent shall apply all remaining moneys in the Acquisition Fund to the next Rental Payment(s) due under the Agreement by paying such moneys directly to the Lessor or its assignees.

Section 2.06. Termination. If this Escrow Agreement is terminated by Lessor as authorized under Article VII and the Agreement, all moneys in the Acquisition Fund shall be paid to Lessor or assignees for application against moneys due to Lessor under the Agreement. In the event that Lessor provides to the Escrow Agent written notice of the occurrence of an Event of Default under the Agreement or the termination of the Agreement for any reason other than Lessee's payment of the applicable Purchase Option Price, Escrow Agent shall immediately remit any and all funds in the Acquisition Fund to Lessor.

### **ARTICLE III. MONEYS IN FUNDS: INVESTMENTS; TERMINATION**

Section 3.01. Held in Trust. The moneys and investments held by the Escrow Agent under this Escrow Agreement are irrevocably held in trust for the benefit of the Lessee and for the purposes herein specified. Such moneys, and any income or interest earned thereon, shall be expended only as provided in this Escrow Agreement, and shall not, to the extent permitted by applicable law, as otherwise expressly provided herein, be subject to levy or attachment or lien by or for the benefit of any creditor of either Lessor or Lessee.

Section 3.02. Investments Authorized. Moneys held by the Escrow Agent hereunder may be invested, and upon written order of the Lessee Representative shall, be invested by the Escrow Agent in Qualified Investments. Such investments shall be registered in the name of the Escrow Agent and held by Escrow Agent which may act as a purchaser or agent in making or disposing thereof. Such investments and reinvestments shall be made giving full consideration for the time when funds will be required to be available for acquisition.

Section 3.03. Accounting. The Escrow Agent shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with this Escrow Agreement.

Section 3.04. Valuation and Disposition of Investments. For the purpose of determining the amount in the Acquisition Fund, all Qualified Investments credited to such fund shall be valued at cost (exclusive of accrued interest after the first interest payments following purchase). Escrow Agent may sell at the best price obtainable, or present for redemption, any Qualified Investment so purchased by Escrow Agent, whenever it shall be necessary in order to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the Acquisition Fund to which such Qualified Investment is credited and Escrow Agent shall not be liable or responsible for any loss resulting from such investment.

Section 3.05. Deposit of Moneys in Acquisition Fund. All moneys held by the Escrow Agent in the Acquisition Fund established pursuant to this Agreement, except such moneys which are at the time invested as herein provided, shall be deposited in demand or time deposits (which may be represented by time certificates of deposit) in any bank or trust company authorized to accept deposits of public funds (including the banking department of the Escrow Agent), and, as and to the extent required by law, shall be secured at all times by obligations which are eligible by law to secure deposits of public moneys. Such obligations shall be deposited with such bank or banks as may be selected by Escrow Agent, and held by or for the account of the Escrow Agent as security for such deposits.

Section 3.06. Termination. Unless earlier terminated pursuant to Article VII, this Escrow Agreement shall terminate upon the final distribution of all moneys in the Acquisition Fund.

### **ARTICLE IV. THE ESCROW AGENT**

Section 4.01. Removal of Escrow Agent. The Lessee and Lessor, by written agreement between themselves, may by written request, at any time and for any reason, remove the Escrow Agent and any successor thereto, and shall thereupon appoint a successor or successors thereto, but any such successor shall have capital (exclusive of borrowed capital) and surplus of at least Ten Million Dollars (\$10,000,000), and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, pursuant to statute or to the requirements of any federal or state supervising or examining authority, to, then for the purposes of this Section the combined capital and surplus of such bank or trust company may be conclusively established for the purposes hereby in its most recent report of condition so published.

Section 4.02. Resignation of Escrow Agent. The Escrow Agent or any successor may at any time resign by giving written notice to the Lessee and Lessor of its intention to resign and of the proposed date of resignation, which shall be a date not less than 60 days after such notice, unless an earlier resignation date and the appointment of a successor Escrow Agent shall have been or are approved by Lessee and Lessor. Upon receiving such notice of resignation, the Lessee and Lessor shall promptly appoint a successor Escrow Agent by an instrument in writing; provided however, that in the event the Lessee and Lessor fail to appoint a successor Escrow Agent within 30 days following receipt of such written notice of resignation, Lessor may appoint a successor Escrow Agent, and in the event that Lessor fail to appoint a successor Escrow Agent within 30 days following the expiration of such initial 30-day period, the resigning Escrow Agent may petition the appropriate court having jurisdiction to appoint a successor Escrow Agent. Any resignation or removal of the Escrow Agent shall become effective only upon acceptance of appointment by the successor Escrow Agent.

Section 4.03. Appointment of Agent. The Escrow Agent may appoint an agent acceptable to the Lessee and Lessor to exercise any of the powers, rights or remedies granted to the Escrow Agent under this Escrow Agreement, and to hold title to property or to take any other action which may be desirable or necessary.

Section 4.04. Merger or Consolidation. Any company into which the Escrow Agent may be merged or converted, or with which it may be consolidated, or any company resulting from any merger, conversion or consolidation to which it shall be a party, or any company to which the Escrow Agent may sell or transfer all or substantially all of its corporate trust business (provided that such company shall be eligible under Section 4.02) shall be the successor to the Escrow Agent without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.



**Section 4.05. Protection and Rights of the Escrow Agent.** The Escrow Agent shall be protected and shall incur no liability in acting or proceeding in good faith upon any resolution, notice, telegram, request, consent, waiver, certificate, statement, affidavit, voucher, bond, requisition or other paper or document which it shall in good faith believe to be genuine and to have been passed or signed by the proper board or person or to have been prepared and furnished pursuant to any of the provisions of this Escrow Agreement, and the Escrow Agent shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements. The Escrow Agent may consult with Independent Counsel who may be counsel to Lessor or Lessee, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith in accordance therewith.

Whenever in the administration of its duties under this Escrow Agreement, the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matters (unless other evidence in respect thereof be herein specifically prescribed), shall be deemed to be conclusively proved and established by the certificate of the Lessee Representative or the Lessor Representative and such certificate shall be full warranty to the Escrow Agent for any action taken or suffered under the provisions of this Escrow Agreement upon the faith thereof, but in its discretion the Escrow Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

The recitals, statements and representations by Lessee and Lessor contained in this Agreement shall be taken and construed as made by and on the part of the Lessee and Lessor, as the case may be, and not by the Escrow Agent, and the Escrow Agent does not assume, and shall not have, any responsibility or obligation for the correctness of any thereof.

The Escrow Agent may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, or receivers, and shall be entitled to advice of counsel concerning all matters of trust and its duty hereunder, and the Escrow Agent shall not be answerable for the default or misconduct of any such attorney, agent, or receiver selected by it with reasonable care. The Escrow Agent shall not be answerable for the exercise of any discretion or power under this Escrow Agreement or for anything whatsoever in connection with the funds and accounts established hereunder, except only for its own willful misconduct or gross negligence.

## **ARTICLE V. ASSIGNMENTS; AMENDMENTS**

**Section 5.01. Assignment.** Except as expressly herein provided to the contrary; the rights and duties of each of the parties under this Escrow Agreement shall not be assignable to any person or entity without the written consent of all of the other parties. Notwithstanding the above, Lessor may freely assign all or any part of its interest in this Agreement and the Acquisition Fund established hereunder in connection with an assignment by Lessor of the Agreement, subject to the provisions contained therein.

**Section 5.02. Amendments.** This Escrow Agreement may be amended in writing by agreement among all of the parties.

## **ARTICLE VI. FURTHER ASSURANCES**

**Section 6.01. Further Assurances.** Lessor and Lessee will make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Escrow Agreement, and for better assuring and confirming the rights and benefits provided herein.

## **ARTICLE VII. DEFAULT OR NON-APPROPRIATION**

**Section 7.01. Default.**

- (a) Lessor shall have the right to terminate this Escrow Agreement upon an Event of Default under the Agreement, or termination of the Agreement pursuant to Section 4.05 thereof, which right shall not be exercised less than 15 days after Lessor shall have given Lessee written notice of such default or termination for non-appropriation. Upon receipt of notice of termination from Lessor, Escrow Agent shall pay to Lessor, or its assignee, all moneys in the Acquisition Fund in accordance with Section 2.06.
- (b) In the event of the failure by any party hereto to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Escrow Agreement, any non-defaulting party hereto shall have all of the rights and remedies now or hereafter existing at law or in equity against the defaulting party.
- (c) No delay or omission to exercise any such right or power accruing upon any default shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

## **ARTICLE VIII. LIMITATION OF LIABILITY**

**Section 8.01. Limited Liability of Escrow Agent.** Escrow Agent shall have no obligation or liability to any of the other parties under this Escrow Agreement for the failure or refusal of any other party to perform any covenant or agreement made by any of it hereunder or under the Agreement, but shall be responsible solely for the business-like performance of the duties expressly imposed upon Escrow Agent hereunder. The recitals of facts, covenants and agreements herein contained pertaining to Lessee and Lessor shall be taken as statement, covenants and agreements of the Lessee or Lessor (as the case may be), and Escrow Agent assumes no responsibility for the correctness of the same, or makes any representation as to the validity or sufficiency of this Escrow Agreement, or shall incur any responsibility in respect thereof, other than in connection with the duties or obligations herein imposed upon it. Escrow Agent shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

**Section 8.02. Indemnification.** To the extent permitted by applicable law, Lessee agrees to indemnify and save Escrow Agent harmless from and against all claims, suits and actions brought against it, or to which it is made a party, and from all losses and damages, including without limitation reasonable, attorney fees and court costs suffered by it as a result thereof, where such claim, suit or action arises in connection with this Escrow Agreement, the transactions described herein and in the Agreement or the Escrow Agent's employment as an Escrow Agent by Lessee and Lessor. Notwithstanding the foregoing, such indemnification shall not extend to claims, suits and actions brought against the Escrow Agent for failure to perform and carry out the duties specifically imposed upon and to be performed by it pursuant to this Escrow Agreement and claims, suits or actions arising from events solely and directly attributable to acts of Lessor. In the event the Lessee is required to indemnify Escrow Agent as herein provided, Lessee shall be subrogated to the rights of the Escrow Agent to recover such losses or damages from any other person or entity.

**Section 8.03. Discretion of Escrow Agent to File Civil Action in the Event of Dispute.** If Lessor or Lessee are in disagreement about the interpretation of this Escrow Agreement, or about the rights and obligations, or the propriety of any action contemplated by Escrow Agent hereunder, Escrow Agent may, but shall not be required to, file an appropriate civil action to resolve the disagreement. Escrow Agent shall be indemnified by Lessee in accordance with Section 8.02 for all costs in connection with such civil action, and shall be fully protected in suspending all or part of its activities under this Escrow Agreement until a final judgment in such action is received.

**Section 8.04. Opinion of Counsel.** Before being required to take any action, the Escrow Agent may require (i) an opinion of Independent Counsel acceptable to the Escrow Agent, which counsel may be counsel to any of the parties hereto, and which opinion shall be made available to the other parties hereto, or (ii) a verified certificate of any party hereto, or (iii) both (i) and (ii), concerning the proposed action. Escrow Agent shall be absolutely protected in relying thereon if it does so in good faith.

**Section 8.05. Limitation of Rights to Parties.** Nothing in this Escrow Agreement, expressed or implied, is intended or shall be construed to give any person other than the Lessee, Lessor or the Escrow Agent any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenant, condition or provision hereof; and all such covenants, conditions and provisions are and shall be for the sole and exclusive benefit of the Lessee, Lessor and Escrow Agent.

## ARTICLE IX. MISCELLANEOUS

Section 9.01. Records. The Escrow Agent shall keep complete and accurate records of all moneys received and disbursed under this Escrow Agreement, which shall be available for inspection by the Lessee, Lessor, or the agent of either of them, at any time during regular business hours.

Section 9.02. Notices. All written notice to be given under this Escrow Agreement shall be given by mail to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other parties in writing from time to time. Any such notice shall be deemed to have been received 72 hours after deposit in the United States mail in registered or certified form, with postage fully prepaid.

Section 9.03. Governing Laws. This Escrow Agreement shall be construed and governed in accordance with the laws of the State of Kansas.

Section 9.04. Partial Invalidity. Any provision of this Escrow Agreement found to be prohibited by laws shall be ineffective only to the extent of such prohibition, and shall not invalidate the remainder of this Escrow Agreement.

Section 9.05. Binding Effect: Successors. This Escrow Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Whenever in this Escrow Agreement any party hereto is named or referred to, such references shall be deemed to include permitted successors or assigns thereof, and all covenants and agreements contained in this Escrow Agreement by or on behalf of any party hereto shall bind and inure to the benefit of permitted successors and assigns thereof whether or not so expressed.

Section 9.06. Execution in Counterparts. This Escrow Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

Section 9.07. Headings. The headings or titles of the several Articles and Sections hereof, and any tables of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Escrow Agreement. All references herein to "Articles", "Sections", and other subdivisions are to the corresponding Articles, Sections, or subdivisions of this Escrow Agreement; and the words "herein", "hereof", "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision hereof.

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

### ESCROW AGENT:

Community First National Bank  
215 S. Seth Child Road  
Manhattan, KS 66502

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Blake Kaus, VP

### LESSOR:

Community First National Bank  
215 S. Seth Child Road  
Manhattan, KS 66502

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Blake Kaus, VP

### LESSEE:

Key Largo Fire Rescue and Emergency Medical Services  
District  
PO Box 371023  
Key Largo, FL33037

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Anthony Allen, Chairman

**EXHIBIT A**  
**PAYMENT REQUEST FORM**

Community First National Bank, Escrow Agent under an Escrow Agreement dated as of 6/25/2025, by and among the said Escrow Agent, Community First National Bank (Lessor), and the Key Largo Fire Rescue and Emergency Medical Services District, (Lessee) is hereby requested to pay, from the Equipment Acquisition Fund held under said Escrow Agreement, to the persons, firms or corporation designated below as payee, the amount set forth opposite each such person's firm's or corporation's name, in payment of the Acquisition Costs (as defined in said Escrow Agreement) of the Equipment described on the attached page(s) designated opposite such Payee's name and account.

<u>Payee</u>	<u>Equipment</u>	<u>Amount</u>

**VOID**

**TO BE UTILIZED AS A SIGNATURE CARD ONLY**

By executing this Payment Request Form the Lessee hereby represents that the Payee or Payees listed above who are requesting payment have delivered the Equipment or a portion of the Equipment or performed the services to the satisfaction of the Lessee and that the amounts requested above by the Payee or Payees are proportionate with the value of the Equipment delivered or services rendered by the Payee or Payees.

**Partial Disbursement.** The undersigned certifies that the following documents are attached to this Payment Request Form when there is a request for a partial release of funds from the Escrow Account to pay for a portion of the Equipment: (1) Invoice from the Vendor, (2) copy of the agreement between Lessee and Vendor (if requested by the Lessor or Escrow Agent), (3) front and back copy of the original MSO/Title (if payment from Escrow Account is for a chassis) listing Community First National Bank and/or its assigns as the first lien holder. By executing this Payment Request Form and attaching the documents as required above, the Lessee shall be deemed to have accepted this portion of the Equipment for all purposes under the Lease, including, without limitation, the obligation of Lessee to make the Rental Payments with respect thereto in a proportionate amount of the total Rental Payment. By executing this Payment Request Form Lessee agrees that Lessee is the title owner to this portion of the Equipment and that in the event that any third party makes a claim to such title that Lessee will take all measures necessary to secure title including, without limitation, the appropriation of additional funds to secure title to this portion of the Equipment and keep the Lease in full force and effect.

**Final Disbursement.** The undersigned certifies that the following documents are attached to this Payment Request Form when there is a final release of funds from the Escrow Account: (1) Final Vendor Invoice, (2) Signed Acceptance Certificate, (3) Insurance Certificate, (4) front and back copy of the original MSO/Title listing Community First National Bank and/or its assigns as first lien holder (if not already received). By executing this Payment Request Form and attaching the documents as required above, the Lessee shall be deemed to have accepted the Equipment for all purposes under the Lease, including, without limitation, the obligation of Lessee to make the Rental Payments with respect thereto. By executing this Payment Request Form Lessee certifies that Lessee is the title owner to the Equipment and that in the event that any third party makes a claim to such title that Lessee will take all measures necessary to secure title including, without limitation, the appropriation of additional funds to secure title to the Equipment and keep the Lease in full force and effect.

**LESSEE:**

Key Largo Fire Rescue and Emergency Medical Services District

\_\_\_\_\_  
Anthony Allen, Chairman

\_\_\_\_\_  
Signature

*Signature of additional authorized individual (optional)*

\_\_\_\_\_  
Name and Title

# **TAX COMPLIANCE AGREEMENT AND NO ARBITRAGE CERTIFICATE**

**This Tax Compliance Agreement and No Arbitrage Certificate is issued in connection with that certain Schedule of Equipment No. 01, dated 6/25/2025 to Master Equipment Lease Purchase Agreement dated as 6/25/2025 by and between Community First National Bank, ("Lessor") and Key Largo Fire Rescue and Emergency Medical Services District ("Lessee").**

## **1. In General.**

1.1. This Certificate is executed for the purpose of establishing the reasonable expectations of Lessee as to future events regarding the financing of certain equipment by Lessee as described in the Schedule of Equipment No. 01, dated 6/25/2025 to Master Equipment Lease Purchase Agreement dated as of 6/25/2025 (the "Lease") between Lessor and Lessee and all related documents executed pursuant thereto and contemporaneously herewith with respect to the financing of the acquisition of One (1) New Rosenbauer Pumper-Tanker Truck of equipment (the "Equipment") by Lessor for Lessee (the Lease and such other documents are hereinafter collectively referred to as the "Financing Documents").

1.2. The individual executing this Certificate on behalf of Lessee is an officer of Lessee delegated with the responsibility of reviewing and executing the Financing Documents.

1.3. To the best of the undersigned's knowledge, information and belief, the expectations contained in this Certificate are reasonable.

1.4. Lessee has not been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer whose certifications as to arbitrage may not be relied upon.

1.5. The rental payments due under the Financing Documents will be made with monies retained in Lessee's general operating fund (or an account or sub account therein). No sinking, debt service, reserve or similar fund or account will be maintained for the payment of the rental payments due under the Financing Documents or pledged as security therefor.

1.6. If any other governmental obligations were or are being issued by or on behalf of Lessee within fifteen (15) days of the date of issuance of the Financing Documents, such obligations either (i) were not or are not being issued or sold pursuant to a common plan of financing with, or (ii) will not be paid out of substantially the same source of funds as, the financing pursuant to the Financing Documents.

## **2. Purpose of the Financing Documents.**

2.1. The Financing Documents are being entered into for the purpose of providing funds for financing the cost of acquiring, equipping and installing the Equipment which is essential to the governmental functions of Lessee, which Equipment is described in the Equipment Description executed and delivered by Lessee pursuant to the Financing Documents. The principal amount represented by the Financing Documents, or \$816,739.49 will be deposited in escrow by Lessor at closing and held by Community First National Bank, as Escrow Agent (the "Escrow Agent") pending acquisition of the Equipment under the terms of that certain Escrow Agreement dated as of 6/25/2025 (the "Escrow Agreement"), by and among Lessor, Lessee and Escrow Agent.

2.2. No portion of the principal amount represented by the Financing Documents will be used as a substitute for other funds which were otherwise to be used as a source of financing for the Equipment, or will be used, directly or indirectly, to replace funds used by Lessee to acquire investments which produce a yield materially higher than the yield to Lessor under the Financing Documents.

2.3. Lessee does not expect to sell or otherwise dispose of the Equipment, in whole or in part, at a date which is earlier than the final rental payment due under the Financing Documents.

## **3. Source and Disbursement of Funds.**

3.1. The principal amount represented by the Financing Documents does not exceed the amount necessary for the governmental purpose for which the Financing Documents were entered into. Such funds are expected to be needed and fully expended for payment of the costs of acquiring, equipping and installing the items of Equipment.

3.2. It is contemplated that the entire amount deposited in escrow will be used to pay the acquisition cost of Equipment to the vendors or manufacturers thereof, provided that a portion of the principal amount may be paid to Lessee within such period as reimbursement for Acquisition Costs already made by it so long as the conditions set forth in Section 3.3 below are satisfied.

3.3. Lessee shall not request that it be reimbursed for Equipment acquisition cost payments already made by it unless the following conditions have been satisfied:

- (a) Lessee made a declaration of its reasonable intention to reimburse the acquisition cost payment sought to be reimbursed with the proceeds of a borrowing not later than sixty (60) days after the date on which it made the payment, which declaration satisfies the "Official Intent Requirement" set forth in Treas. Reg. Sec. 1.150-2;
- (b) The reimbursement being requested will be made by written allocation before the later of eighteen (18) months after the acquisition cost payment was made or eighteen (18) months after the items of Equipment to which such payment relates were placed in service;
- (c) The entire payment with respect to which reimbursement is being sought is a capital expenditure, being a cost of type properly chargeable to a capital account under general federal income tax principles; and
- (d) Lessee will use any reimbursement payment for general operating expenses and not in a manner which could be construed as an artifice or device under Treas. Reg. Sec. 1.148-10 by, virtue of, among other things, use to refund, or to create or increase a sinking, reserve or replacement fund with respect to, any other obligations issued by it.

## **4. Temporary Period.**

4.1. Lessee expects, within six months from the date of issuance of the Financing Documents, (a) to have had disbursed from escrow an amount in excess of the lesser 2 1/2% of the amount deposited by Lessor in escrow or \$100,000, or (b) to enter into binding obligations with third parties obligating Lessee to spend such amount.

4.2. The ordering and acceptance of the items of Equipment will proceed with due diligence to the date of final acceptance of the Equipment.

4.3. The items of Equipment being acquired by Lessee will be delivered at various times. At least 15% of the sum of the amount deposited in escrow and the reasonably anticipated interest earnings thereon will be used to pay the acquisition price of items of Equipment within six months from the date of issuance of the Financing Documents; at least 60% of the sum of the amount deposited in escrow and the reasonably anticipated interest earnings thereon will be used to pay the acquisition cost of items of Equipment within 12 months from the date of issuance of the Financing Documents; and 100% of the amount deposited in escrow and interest earnings thereon will be used to pay the acquisition cost of items of Equipment prior to 18 months from the date of issuance of the Financing Documents.

4.4. The total acquisition cost of the Equipment is not required to be paid to the vendors or manufacturers thereof until the Equipment has been accepted by Lessee.

## **5. Escrow Account.**

5.1. The Financing Documents provide that the monies deposited in escrow shall be invested until payments to the vendor(s) or manufacturer(s) of the Equipment are due. Lessee will ensure that such investment will not result in Lessee's obligations under the Financing Documents being treated as an "arbitrage bond" or a "federally guaranteed bond" within the meaning of Section 148(a) or Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code"), respectively. Any monies which are earned from the investment of these funds shall be labeled as interest earned. All such monies will be disbursed on or promptly after the date that Lessee accepts the equipment.

**6. Exempt Use.**

6.1. No part of the proceeds of the Financing Documents or the Equipment will be used in any "private business use" within the meaning of Section 141(b)(6) of the Internal Revenue Code of 1986, as amended.

6.2. No part of the proceeds of the Financing Documents will be used, directly or indirectly, to make or finance any loans to non-governmental entities or to any governmental agencies other than Lessee.

**7. No Federal Guarantee.**

7.1. Payment of the principal or interest due under the Financing Documents is not directly or indirectly guaranteed, in whole or in part, by the United States or an agency or instrumentality thereof.

7.2. No portion of the proceeds under the Financing Documents shall be (i) used in making loans, the payment of principal or interest of which are to be guaranteed, in whole or in part, by the United States or any agency or instrumentality thereof, or (ii) invested, directly or indirectly, in federally insured deposits or accounts if such investment would cause the financing under the Financing Documents to be federally guaranteed within the meaning of Section 149(b) of the Code.

**8. Miscellaneous.**

8.1. Lessee agrees to comply with the rebate requirement set forth in Section 148(f) of the Code in the event that for any reason it is applicable to the financing pursuant to Financing Documents.

8.2. Lessee shall keep a complete and accurate record of all owners or assignees of the Financing Documents in form and substance satisfactory to comply with Section 149(a) of the Code unless Lessor or its assignee agrees to act as Lessee's agent for such purpose.

8.3. Lessee shall maintain complete and accurate records establishing the expenditure of the proceeds of the Financing Documents and interest earnings thereon for a period of five years after payment in full under the Financing Documents.

IN WITNESS WHEREOF, this Tax Compliance Agreement and No Arbitrage Certificate has been executed on behalf of Lessee as of the date set forth below.

**LESSEE:**

Key Largo Fire Rescue and Emergency Medical Services  
District

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Anthony Allen, Chairman

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Date

**Information Return for Tax-Exempt Governmental Bonds**

▶ Under Internal Revenue Code section 149(e)

▶ See separate instructions.

**Caution:** If the issue price is under \$100,000, use Form 8038-GC.▶ Go to [www.irs.gov/F8038G](http://www.irs.gov/F8038G) for instructions and the latest information.

OMB No. 1545-0047

**Part I Reporting Authority**Check box if Amended Return ☐

<b>1</b> Issuer's name		<b>2</b> Issuer's employer identification number (EIN)
<b>3a</b> Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		<b>3b</b> Telephone number of other person shown on 3a
<b>4</b> Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	<b>5</b> Report number (For IRS Use Only) 3
<b>6</b> City, town, or post office, state, and ZIP code		<b>7</b> Date of issue
<b>8</b> Name of issue		<b>9</b> CUSIP number
<b>10a</b> Name and title of officer or other employee of the issuer whom the IRS may call for more information		<b>10b</b> Telephone number of officer or other employee shown on 10a

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

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

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

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
<b>21</b>		\$	\$ N/A	years	%

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

<b>22</b> Proceeds used for accrued interest . . . . .	<b>22</b>
<b>23</b> Issue price of entire issue (enter amount from line 21, column (b)) . . . . .	<b>23</b>
<b>24</b> Proceeds used for bond issuance costs (including underwriters' discount) . . . . .	<b>24</b>
<b>25</b> Proceeds used for credit enhancement . . . . .	<b>25</b>
<b>26</b> Proceeds allocated to reasonably required reserve or replacement fund . . . . .	<b>26</b>
<b>27</b> Proceeds used to refund prior tax-exempt bonds. Complete Part V . . . . .	<b>27</b>
<b>28</b> Proceeds used to refund prior taxable bonds. Complete Part V . . . . .	<b>28</b>
<b>29</b> Total (add lines 24 through 28) . . . . .	<b>29</b>
<b>30</b> Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here) . . . . .	<b>30</b>

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

<b>31</b> Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded . . . . . ▶	years
<b>32</b> Enter the remaining weighted average maturity of the taxable bonds to be refunded . . . . . ▶	years
<b>33</b> Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) . . . . . ▶	
<b>34</b> Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)	

**Part VI Miscellaneous**

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

**Signature and Consent**

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative	Date	Type or print name and title
---	------	------------------------------

**Paid Preparer Use Only**

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name ►		Firm's EIN ►		
Firm's address ►		Phone no. _____		

**7a.**



DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**9a.**

# KEY LARGO FIRE RESCUE AND EMS DISTRICT FY 2025-2026 PROPOSED BUDGET

7/10/2025

## REVENUES

<i>Prior Year Millage Rate:</i>	1.1975
<i>Roll- Back Rate:</i>	1.1004
<i>Taxable Value</i>	6,499,011,678
<i>Millage Rate :</i>	<b>1.4409</b>
<i>% over roll-back rate</i>	30.94%

<b>Ad Valorem Taxes (97% collection rate)</b>	\$ 9,083,493
<b>Intergovernmental Revenue - Monroe County -</b>	
<b>Contribution for Capital Infrastructure</b>	
(\$150,000 for capital outlay)	-
<b>Grant Revenue</b>	-
<b>Interest Income</b>	300,000
<b>Total Revenues</b>	<u>\$ 9,383,493</u>

<b>UNASSIGNED FUND BALANCE OCT 1, 2025</b>	4,419,638
<b>COMMITTED FOR VEH REPL FUND BALANCE OCT 1, 2025</b>	1,136,461
<b>TOTAL REVENUES, FUND BALANCES</b>	<u><b>\$ 14,939,592</b></u>
<b>AND OTHER FINANCING SOURCES</b>	

## EXPENDITURES

<b>Key Largo Fire/EMS District Board</b>	
Operating Expenditures	\$ 671,794
Lease Payments	484,043
<b>Subtotal District Board</b>	<u>\$ 1,155,837</u>
 <b>Key Largo Fire &amp; Rescue</b>	
Operating Expenditures	\$ 4,649,473
Capital Outlay	49,500
<b>Subtotal Key Largo Volunteer Fire Department</b>	<u>\$ 4,698,973</u>
 <b>Key Largo Ambulance</b>	
Operating Expenditures	\$ 3,255,370
Capital Outlay	273,000
<b>Subtotal Key Largo Volunteer Ambulance Corp.</b>	<u>\$ 3,528,370</u>
<b>Total Expenditures &amp; Transfers</b>	<u>\$ 9,383,180</u>

## FUND BALANCE

<b>UNASSIGNED FUND BALANCE SEPT 30, 2026</b>	4,419,951
<b>COMMITTED FOR VEH REPL FUND BALANCE SEPT 30, 2026</b>	1,136,461
<b>TOTAL EXPENDITURES &amp; FUND BALANCES</b>	<u><b>\$ 14,939,592</b></u>

**KEY LARGO FIRE RESCUE AND EMS DISTRICT**  
**FY 2025-2026**  
**BUDGET DETAILS - DISTRICT**

Department: **1100** District Board  
Exp Transaction Code **511** (except as indicated below)

Acct #	Computation / Explanation	FY 25-26 Proposed Budget	FY 24-25 Adopted Budget	FY 24-25 Actuals YTD	FY24-25 Projected Actuals	Budget Increase / (Decrease)
110	Board Member Stipends					
	5 Members @ \$ 350 / month x 12 months	21,000	21,000	15,750	21,000	-
120	District Clerk	85,000	85,000	-	-	-
210	FICA Taxes: @ 7.65 % of Wages	8,109	8,109	1,205	1,607	-
511.240	Worker's Compensation	1,000	1,000	358	760	-
514.310	Legal & Clerk Services	85,000	85,000	51,695	85,000	-
512.312	Professional Services (IT)	7,200	7,200	-	-	-
513.320	Accounting and Financial Services					-
.01	District Audit	10,500	10,500	8,920	64,500	-
.02	Financial and Accounting Services	60,000	60,000	28,501	32,948	-
	<i>Total Accounting &amp; Financial Services</i>	70,500	70,500	37,421	97,448	-
400	Travel & Per Diem - Training, Seminars, Meetings	4,000	4,000	-	1,772	-
450	Insurance & Risk Management:					
	Public Position Bond	100	100	71	100	-
	General & Mgt Liability, Commercial Auto and Excess Liability	2,133	2,133	1,773	1,773	-
	<i>Total Risk Management</i>	2,233	2,233	1,844	1,873	-
470	Printing and Binding	3,000	3,000	132	226	-
490	General Departmental: Miscellaneous Expenses					
.01	MoCo Property Appraiser Charges	95,027	85,000	84,940	93,510	10,027
.02	MoCo Tax Collector Charge (@3% of Ad Valorem Collection)	272,505	212,288	200,166	200,166	60,217
.03	Discretionary Expenditures	1,000	1,000	282	632	-
	<i>Total General Departmental</i>	368,532	298,288	285,388	294,308	70,244
411	Advertising	5,500	5,500	2,276	3,414	-
510	Office Supplies & Equipment	1,000	1,000	-	-	-

**KEY LARGO FIRE RESCUE AND EMS DISTRICT**  
**FY 2025-2026**  
**BUDGET DETAILS - DISTRICT**

Department: 1100 District Board  
Exp Transaction Code 511 (except as indicated below)

Acct #	Computation / Explanation	FY 25-26 Proposed Budget	FY 24-25 Adopted Budget	FY 24-25 Actuals YTD	FY24-25 Projected Actuals	Budget Increase / (Decrease)
540	Dues, Subscriptions and Publications	9,720	6,000	9,720	6,282	3,720
<b>Department Total Operations</b>		<b>\$ 671,794</b>	<b>\$ 597,830</b>	<b>\$ 405,789</b>	<b>\$ 513,690</b>	<b>\$ 73,964</b>
720	Capital Lease Payments on Apparatus (2 ambulance, 1 pumper/tanker, 1 ladder)	484,043	-	-	-	484,043
919	Transfer to Committed Funds for Vehicle & Equipment Replacement	-	500,000	206,250	500,000	(500,000)
<b>Department Total</b>		<b>\$ 1,155,837</b>	<b>\$ 1,097,830</b>	<b>\$ 612,039</b>	<b>\$1,013,690</b>	<b>\$ (426,036)</b>

Total Operating Budget	671,794	597,830
Total Capital & Reserve Budget	484,043	500,000
Total	1,155,837	1,097,830

**9b.**

**KEY LARGO FIRE RESCUE AND EMS DISTRICT**  
**FY 2025-2026**  
**BUDGET DETAILS - AMBULANCE CORP**

**Department: 1300 Key Largo Volunteer Ambulance Corp**  
**Exp Transaction Code 526 (except as indicated below)**

Acct #	Computation / Explanation	FY 25-26 Proposed Budget	FY 24-25 Adopted Budget	FY 24-25 Actuals YTD	FY 24-25 Projected Actuals	Budget Increase / (Decrease)
120	Regular Salaries & Wages:					
.01	Administrative (1 Position) includes Step Raise	49,691	47,611	20,752	47,611	2,080
	Paramedic Payroll - addition of 3rd Rescue @18 Full-time and 6 part-time			see net figure below	see net figure below	
.02	medics with minimum 2 paid medics per Rescue per day 40 reg hrs + 8 hrs	1,636,123	1,464,250			171,873
	OT/week plus holiday pay			see net figure below	see net figure below	
	Less: EMS Billing Income Estimate Applied to Offset Payroll	(325,000)	(325,000)			-
	Total Paramedic Payroll Reimbursement	1,311,123	1,139,250	392,216	1,139,250	171,873
	Total Regular Salaries & Wages	1,360,814	1,186,861	412,968	1,186,861	173,953
121	Volunteer Pay: Volunteer Reimbursement - Includes \$500 per month for Deputy Chief of Administration and volunteers (1 per Rescue x 3 Rescues) at \$176 per 24 hour shift times 80% - based on anticipated participation	160,000	160,000	45,158	108,379	-
140	Overtime Wages - based on 18 FT and 6 PT medics, 3 Rescues with personnel leaving and shortage this year	500,000	225,000	225,000	225,000	275,000
210	Employer Payroll Taxes @ 7.65% of Full Time Wages and Volunteer Pay	179,455	145,110	62,073	141,161	34,345
220	Retirement Contributions - 401K - based on increase in participation	75,000	30,000	23,981	57,554	45,000
230	Benefits for full-time 18 medics plus office mgr (up to \$750 per mo. each FT emp. for health )	171,000	171,000	32,793	78,703	-
240	Worker's Compensation - unknown actual amount	75,000	52,000	44,757	61,446	23,000
250	Re-employment Tax	500	900	1,100	232	(400)
312	Professional Services: Medical Director, etc.				-	
.02	Medical Director - subject to District Contract but is close to what Islamorada pays MD	57,500	18,000	10,500	18,000	39,500
.03	Background Checks, drug testing	1,500	1,500	540	890	-
.04	Other - Grant Writing	2,500	2,500	-	-	-
	Total Professional Services	61,500	22,000	11,040	18,890	39,500



**KEY LARGO FIRE RESCUE AND EMS DISTRICT**  
**FY 2025-2026**  
**BUDGET DETAILS - AMBULANCE CORP**

**Department: 1300 Key Largo Volunteer Ambulance Corp**  
**Exp Transaction Code 526 (except as indicated below)**

Acct #	Computation / Explanation	FY 25-26 Proposed Budget	FY 24-25 Adopted Budget	FY 24-25 Actuals YTD	FY 24-25 Projected Actuals	Budget Increase / (Decrease)
320	Accounting and Financial Services	20,750	20,750	6,351	15,242	-
400	Travel & Per Diem - Training, Seminars, Meetings	2,750	2,750	-	-	-
410	Station Phone Services: (4 phone & 2 fax lines), DSL/Internet, Wireless Air Cards for laptops in trucks - reduced Office phones to 1	10,000	17,500	3,805	9,132	(7,500)
411	Advertising	2,500	2,500	-	400	-
412	Postage & Freight	400	400	7	350	-
430	Utilities					
.05	Electric & Propane - based on projected	20,000	12,000	8,606	17,212	8,000
.06	Water - based on projected	5,000	2,500	2,154	4,308	2,500
	<i>Total Utilities</i>	25,000	14,500	10,760	21,520	10,500
440	Rental Equipment - O2 rental bottles, etc.	8,000	8,000	-	-	-
450	Insurance & Risk Management					-
	Fire/Wind/Flood	94,499	55,002	-	55,002	39,497
	Auto & Umbrella	16,934	26,847	-	26,847	(9,913)
	Disability Insurance (All Members) - not yet received but projected by Agent	10,000	6,800	-	6,800	3,200
	<i>Total Insurance &amp; Risk Management</i>	121,433	88,649	-	88,649	32,784
460	Repair & Maintenance: Equipment	40,000	40,000	13,960	33,504	-
461	Repair & Maintenance: Buildings	20,000	20,000	17,484	41,962	-
462	Repair & Maintenance: Vehicles - based on projected	70,000	60,000	26,705	64,092	10,000
470	Printing and Binding	2,000	2,000	-	-	-
490	General Departmental: Miscellaneous Expenses					
.08	Computer R&M -	15,000	20,000	2,700	6,480	(5,000)

**KEY LARGO FIRE RESCUE AND EMS DISTRICT**  
**FY 2025-2026**  
**BUDGET DETAILS - AMBULANCE CORP**

**Department: 1300 Key Largo Volunteer Ambulance Corp**  
**Exp Transaction Code 526 (except as indicated below)**

Acct #	Computation / Explanation	FY 25-26 Proposed Budget	FY 24-25 Adopted Budget	FY 24-25 Actuals YTD	FY 24-25 Projected Actuals	Budget Increase / (Decrease)
.10	Employee Assistance Program (program through AETNA approx. \$2 per month per member)	1,500	2,000	540	1,080	(500)
.12	Membership & Retention & Formal awards banquet	3,500	5,500	-	2,500	(2,000)
<i>Total General Departmental</i>		20,000	27,500	3,240	10,060	(7,500)

**KEY LARGO FIRE RESCUE AND EMS DISTRICT**  
**FY 2025-2026**  
**BUDGET DETAILS - AMBULANCE CORP**

**Department: 1300 Key Largo Volunteer Ambulance Corp**  
**Exp Transaction Code 526 (except as indicated below)**

Acct #	Computation / Explanation	FY 25-26 Proposed Budget	FY 24-25 Adopted Budget	FY 24-25 Actuals YTD	FY 24-25 Projected Actuals	Budget Increase / (Decrease)
491	Training - Instructor Fees, Education					
.07	ACLS/PALS (taught in alternating years)	2,000	2,000	2,468	2,468	-
.08	ClinCon or EMS Expo or First There First Care	4,000	4,000	-	-	-
.10	Misc. Training/Books & pig tracheas	1,750	1,750	-	1,750	-
.15	Handtevy Pediatric class	1,200	1,200	-	2,565	-
.20	Kaplan online training for members	3,500	3,500	-	3,500	-
.25	Advanced Airway Management	2,500	2,500	-	-	-
<i>Total Training</i>		14,950	14,950	2,468	10,283	-
510	Office Supplies	5,000	6,750	546	1,092	(1,750)
520	Operating Supplies					
.09	Station Supplies: Ambulance & Building	15,000	15,000	4,362	10,469	-
.10	Medical Supplies: Bandages/First Aid/Drip Sets	85,000	75,000	32,932	79,037	10,000
.11	Uniforms, Clothing and Apparel, Membership Supplies	10,000	17,500	1,476	3,542	(7,500)
.12	Small Tools: Items under \$1,000 (See 641 for items over \$1,000)	14,000	14,000	2,850	6,840	-
<i>Total Operating Supplies</i>		124,000	121,500	41,620	99,888	2,500
522	Fuel: Diesel - based on projected	25,000	30,000	5,032	12,077	(5,000)
524	Medicine & Drugs : Supplies: Medicine & Controlled Substances	35,000	40,000	8,321	19,970	(5,000)
540	Dues, Subscriptions and Publications	15,000	15,000	13,684	13,684	-

**KEY LARGO FIRE RESCUE AND EMS DISTRICT**  
**FY 2025-2026**  
**BUDGET DETAILS - AMBULANCE CORP**

**Department: 1300 Key Largo Volunteer Ambulance Corp**  
**Exp Transaction Code 526 (except as indicated below)**

Acct #	Computation / Explanation	FY 25-26 Proposed Budget	FY 24-25 Adopted Budget	FY 24-25 Actuals YTD	FY 24-25 Projected Actuals	Budget Increase / (Decrease)
643	Capital Outlay: Buildings - includes 6" garage depth extension to accommodate new rescues length and 2 hurricane rated garage doors - estimate; awaiting quotes	175,000	-	3,500	3,500	175,000
		-	-	-	-	-
	<i>Total Capital Outlay: Buildings</i>	175,000	-	3,500	3,500	175,000
640	Capital Outlay: Equipment					
	Communications Radios - 1 Mobile for new Rescue and 5 portables	45,000	275,000	-	-	(230,000)
	Stretcher for new Rescue	21,000	6,500	-	6,500	14,500
	PowerLoad for new Rescue	24,000	3,750	-	3,750	20,250
	Portable Ultrasound (Sonosite) for third Rescue		15,000	-	15,000	(15,000)
	Ultrasound Training Mannequin & Cric Trainer		6,500	-	6,500	(6,500)
	<i>Total Capital Outlay: Equipment</i>	90,000	306,750	-	31,750	(216,750)
641	Capital Outlay: Small Tools & Equipment					
	Various Tools, Equipment, etc. Costing >\$1,000 but < \$ 5,000 per each item and a useful life of 1 year or more	8,000	8,000	-	8,000	-

**Department Total**

<i>Total Operating Budget</i>	3,145,052	2,525,620	1,012,853	2,320,132	619,432
<i>Total Capital Budget</i>	273,000	314,750	3,500	43,250	(41,750)
<i>Total</i>	<b>3,418,052</b>	<b>2,840,370</b>	<b>1,016,353</b>	<b>2,363,382</b>	<b>577,682</b>

*Check Total*    \$ 3,418,052    \$ 2,840,370    \$ 1,016,353    \$ 2,363,382    \$ 577,682

9c.

**RESOLUTION NO. 2025-02**

**A RESOLUTION OF THE KEY LARGO FIRE RESCUE AND EMERGENCY MEDICAL SERVICES DISTRICT BOARD, FLORIDA; DETERMINING THE PROPOSED MILLAGE RATE, THE CURRENT YEAR ROLLED-BACK RATE, AND SETTING THE DATES, TIMES AND PLACES FOR THE FIRST AND SECOND BUDGET PUBLIC HEARINGS AS REQUIRED BY LAW; DIRECTING FINANCE TO FILE SAID RESOLUTION WITH THE PROPERTY APPRAISER OF MONROE COUNTY PURSUANT TO THE REQUIREMENTS OF FLORIDA STATUTES AND THE RULES AND REGULATIONS OF THE DEPARTMENT OF REVENUE OF THE STATE OF FLORIDA; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on June 27, 2025, the Honorable Scott P. Russell, Property Appraiser of Monroe County, Florida, served upon the Key Largo Fire Rescue and Emergency Medical Services District (the “District”), a “Certification of Taxable Value” certifying to the District its 2025 taxable value; and

**WHEREAS**, the District Board has reviewed the taxable value supplied by the Property Appraiser of Monroe County in accordance with Section 200.065, Florida Statutes, et seq.; and

**WHEREAS**, the provisions of Section 200.065, Florida Statutes, require that within thirty-five (35) days of service of the Certification of Taxable Value upon a special taxing district, said district shall be required to furnish to the Property Appraiser of Monroe County the proposed millage rate, the current year rolled-back rate, and the date, time and place at which a public hearing will be held to consider the proposed millage and the tentative budget; and

**WHEREAS**, the District Board desires to announce the dates of the first and second public hearings to the Property Appraiser of Monroe County.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF THE KEY LARGO FIRE RESCUE AND EMERGENCY MEDICAL SERVICES DISTRICT, FLORIDA, AS FOLLOWS:**

Section 1. That the proposed millage is declared to be \_\_\_\_\_ mills, which is \$\_\_\_\_\_ per \$1,000.00 of assessed property within the Key Largo Fire Rescue and Emergency Medical Services District, Florida. The proposed millage is \_\_\_\_\_% greater than the rolled back rate.

Section 2. That the current year rolled-back millage rate, computed pursuant to Section 200.065, Florida Statutes, is 1.1004, which is \$1.1004 per \$ 1,000.00 of assessed value.

Section 3. That the date, time and place of the first and second public hearings is set by the District Board as follows:

<u>Date</u>	<u>Time</u>	<u>Place</u>
September 8, 2025	6:00 p.m.	Key Largo Volunteer Fire Department Station #24 One East Drive Key Largo, Florida 33037
September 22, 2025	6:00 p.m.	Key Largo Volunteer Fire Department Station #24 One East Drive Key Largo, Florida 33037

Section 4. This resolution shall be effective immediately upon its adoption.

**PASSED AND ADOPTED this 14th day of July, 2025.**

\_\_\_\_\_  
Tony Allen, Chairman

ATTEST:

\_\_\_\_\_  
District Clerk

APPROVED AS TO FORM AND LEGALITY  
FOR THE USE AND BENEFIT OF KEY LARGO FIRE RESCUE AND  
EMERGENCY MEDICAL SERVICES DISTRICT ONLY:

\_\_\_\_\_  
DISTRICT ATTORNEY

Motion to adopt by \_\_\_\_\_, Seconded by \_\_\_\_\_

FINAL VOTE AT ADOPTION

Chairman Tony Allen	_____
Vice Chairman George Mirabella	_____
Secretary/Treasurer Keneth Edge	_____
Commissioner Frank Conklin	_____
Commissioner Mike Jenkins	_____



**10a.**



# KEY LARGO VOLUNTEER AMBULANCE CORPS, INC.

98600 Overseas Highway Key Largo, Florida 33037 Phone: 305-451-2766 Fax: 305-451-1562

Business Meeting  
Date: May 13, 2025

Board members in attendance were Dawn DeBrule, Tess Marra, Tina Wyatt, Dan Powers and Scott Robinson. A quorum was present. Chief Don Bock was also in attendance.

1. Meeting was called to order at 6:33 pm by President Scott Robinson.

**2. Approval of Agenda**

Dawn DeBrule seconded by Tess Marra moved approval of the agenda. Motion carried unanimously.

**3. Announcements**

- The District approved the purchase of two new trucks which will take 48 months to acquire.
- Because the length of the new trucks is longer than the existing ones, the garage will have to be extended approximately five feet.
- Two new medics are in the process of onboarding and there have been new volunteers added.
- Roxy is working on a Resuscitation Grant in the amount of \$30,000.
- The 2024 Annual Report was approved by the Board and sent to the District.

4. **Public Comment** - No public comment.

**5. Approval of Minutes**

Dawn DeBrule seconded by Tina Wyatt moved approval of the March 2025 minutes. Motion carried unanimously.

**6. Treasurer's Report**

Dawn DeBrule seconded by Tess Marra moved approval of the treasurer's reports for March and April 2025. Motion carried unanimously.

7. **Committee Reports** - No report.

8. **Legal Report** - No Report

**9. Membership Review**

- A. Tess Marra supplied the Board requests for reimbursement for Smith and Lourdio. Dawn DeBrule seconded by Danny Powers moved approval. Motion carried unanimously.



## KEY LARGO VOLUNTEER AMBULANCE CORPS, INC.

98600 Overseas Highway Key Largo, Florida 33037 Phone: 305-451-2766 Fax: 305-451-1562

**10. Old Business** - None

**11. New Business** - None

**12. Membership Discussion** None

**13. Adjournment**

There being no further business, Dawn DeBrule seconded by Tess Marra moved adjournment. Motion carried. Meeting adjourned at 6:48 pm.

Kay Cullen  
Recording Secretary

**10b.**

Key Largo Volunteer Ambulance Corp Inc.  
Treasurer's Report  
May 2025

	Billing Account	Corp Account	Building Account	CPR Account	Total
<b>Beginning Balance</b>	<b>\$104,829.77</b>	<b>\$4,054.90</b>	<b>\$66,249.19</b>	<b>\$582.86</b>	<b>\$175,716.72</b>
<u>Revenues</u>					
Interest	41.94	1.70	28.13	0.25	72.02
Medical Fees	36,988.53				36,988.53
Medical Transcripts					0.00
KL Fire Rescue & EMS Reimb	118,261.91				118,261.91
Donations					0.00
Educational Income					0.00
Uncollected Income/Adjustmts *	63,834.30				63,834.30
Misc Income					0.00
<b>Total Revenues</b>	<b>\$219,126.68</b>	<b>\$1.70</b>	<b>\$28.13</b>	<b>\$0.25</b>	<b>\$219,156.76</b>
<u>Expenditures</u>					
Background Checks	99.00				99.00
Equipment Rental					0.00
Payroll Expenses	130,198.98	15,816.94			146,015.92
Licenses & Permits	1,375.00				1,375.00
Professional Fees	2,807.12				2,807.12
Supplies	1,628.62	61.25			1,689.87
Bank Service Charges	67.93				67.93
Postage					0.00
Repairs					0.00
Dues & Memberships					0.00
<b>Total Expenditures</b>	<b>\$136,176.65</b>	<b>\$15,878.19</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$152,054.84</b>
<b>Ending Balance</b>	<b>\$187,779.80</b>	<b>-\$11,821.59</b>	<b>\$66,277.32</b>	<b>\$583.11</b>	<b>\$242,818.64</b>
TRANSFERS	0.00	0.00	0.00	0.00	0.00
Vol Reimb paid with Billing Acct *	(15,816.94)	15,816.94	0.00	0.00	0.00
Balance before Adjustment	156,145.92	3,995.35	66,277.32	583.11	227,001.70
Adjustment to arrive at Actual *	-48,017.38	0.00	0.00	0.00	-48,017.38
<b>ACTUAL BALANCE @ MO END</b>	<b>\$108,128.54</b>	<b>\$3,995.35</b>	<b>\$66,277.32</b>	<b>\$583.11</b>	<b><u>\$178,984.32</u></b>

(15,816.94)

63,834.30

0.02 \*PAYROLL LIAB ADJ (FL UNEMPL TAX)

**\$48,017.38 \***

06/09/25

Accrual Basis

## Key Largo Volunteer Ambulance Corp., Inc.

## Balance Sheet Prev Year Comparison

As of May 31, 2025

	May 31, 25	May 31, 24	\$ Change	% Change
<b>ASSETS</b>				
Current Assets				
Checking/Savings				
Centennial Bank				
CORP 2 - 2268	3,995.35	5,507.24	-1,511.89	-27.5%
CPR Account	583.11	580.18	2.93	0.5%
Building Account	66,277.32	149,765.68	-83,488.36	-55.8%
Billing - Payroll -1209	108,128.54	78,660.91	29,467.63	37.5%
Total Centennial Bank	178,984.32	234,514.01	-55,529.69	-23.7%
Total Checking/Savings	178,984.32	234,514.01	-55,529.69	-23.7%
Accounts Receivable				
Accounts Receivable	345,834.66	262,833.83	83,000.83	31.6%
Total Accounts Receivable	345,834.66	262,833.83	83,000.83	31.6%
Total Current Assets	524,818.98	497,347.84	27,471.14	5.5%
Fixed Assets				
Building	258,043.00	258,043.00	0.00	0.0%
Building Improvements	321,599.12	321,599.12	0.00	0.0%
Dayroom	9,681.07	9,681.07	0.00	0.0%
Equipment	57,049.70	56,519.85	529.85	0.9%
Office Equipment	21,018.81	18,925.05	2,093.76	11.1%
Office Furniture and Fixtures	19,609.51	17,773.49	1,836.02	10.3%
Signs	2,238.64	2,238.64	0.00	0.0%
Accumulated Depreciation	-550,211.60	-529,415.60	-20,796.00	-3.9%
Total Fixed Assets	139,028.25	155,364.62	-16,336.37	-10.5%
<b>TOTAL ASSETS</b>	<b>663,847.23</b>	<b>652,712.46</b>	<b>11,134.77</b>	<b>1.7%</b>
<b>LIABILITIES &amp; EQUITY</b>				
Liabilities				
Current Liabilities				
Other Current Liabilities				
Payroll Liabilities				
SUTA Form UCT6	0.00	178.43	-178.43	-100.0%
Total Payroll Liabilities	0.00	178.43	-178.43	-100.0%
Total Other Current Liabilities	0.00	178.43	-178.43	-100.0%
Total Current Liabilities	0.00	178.43	-178.43	-100.0%
Total Liabilities	0.00	178.43	-178.43	-100.0%
Equity				
Unrestricted Net Assets	730,776.30	701,301.21	29,475.09	4.2%
Net Income	-66,929.07	-48,767.18	-18,161.89	-37.2%
Total Equity	663,847.23	652,534.03	11,313.20	1.7%
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>663,847.23</b>	<b>652,712.46</b>	<b>11,134.77</b>	<b>1.7%</b>

# Key Largo Volunteer Ambulance Corp., Inc.

## Statement of Financial Position

Accrual Basis

As of May 31, 2025

	May 31, 25
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
Centennial Bank	
CORP 2 - 2268	3,995.35
CPR Account	583.11
Building Account	66,277.32
Billing - Payroll -1209	108,128.54
Total Centennial Bank	178,984.32
Total Checking/Savings	178,984.32
Accounts Receivable	
Accounts Receivable	345,834.66
Total Accounts Receivable	345,834.66
Total Current Assets	524,818.98
Fixed Assets	
Building	258,043.00
Building Improvements	321,599.12
Dayroom	9,681.07
Equipment	57,049.70
Office Equipment	21,018.81
Office Furniture and Fixtures	19,609.51
Signs	2,238.64
Accumulated Depreciation	-550,211.60
Total Fixed Assets	139,028.25
<b>TOTAL ASSETS</b>	<b>663,847.23</b>
<b>LIABILITIES &amp; EQUITY</b>	
Equity	
Unrestricted Net Assets	730,776.30
Net Income	-66,929.07
Total Equity	663,847.23
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>663,847.23</b>

See Compilation Report - For Management Use Only

# Key Largo Volunteer Ambulance Corp., Inc.

## Statement of Financial Income and Expense

Accrual Basis

May 2025

	May 25	Jan - May 25
<b>Ordinary Income/Expense</b>		
<b>Income</b>		
<b>Direct Public Support</b>		
Donation Income	0.00	200.00
<b>Total Direct Public Support</b>	0.00	200.00
<b>Fees</b>		
<b>Billing</b>		
<b>Medical Fees</b>		
Primary Insurance	19,038.70	83,714.29
Other Payments	1,867.70	7,766.34
Medicare	14,712.99	83,683.33
Medicaid	1,369.14	8,789.37
<b>Total Medical Fees</b>	36,988.53	183,953.33
<b>Deferred Income</b>		
Credit Adjustments	-7,491.10	-265,869.09
Deferred Income - Other	71,325.40	240,121.77
<b>Total Deferred Income</b>	63,834.30	-25,747.32
<b>Total Billing</b>	100,822.83	158,206.01
<b>Total Fees</b>	100,822.83	158,206.01
<b>Interest Revenue</b>		
Building Account	28.13	138.07
Checking Interest	43.89	274.03
<b>Total Interest Revenue</b>	72.02	412.10
<b>Medical Transcripts</b>	0.00	125.00
<b>Reimbursements</b>		
KL Fire Rescue & EMS	118,261.91	627,472.95
<b>Total Reimbursements</b>	118,261.91	627,472.95
<b>Total Income</b>	219,156.76	786,416.06
<b>Gross Profit</b>	219,156.76	786,416.06
<b>Expense</b>		
Advertising	0.00	296.32
Rent - Equipment	0.00	925.18
Bank Service Charges	67.93	329.09
Depreciation Expense	1,733.00	8,665.00
Licenses and Permits		
EMS-ALS Licenses	1,375.00	1,375.00
Licenses and Permits - Other	0.00	536.25
<b>Total Licenses and Permits</b>	1,375.00	1,911.25
<b>Payroll Expenses</b>		
Health Insurance	7,142.88	40,889.34
Employee's Share Health Insuran	-529.24	-2,910.82

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# Key Largo Volunteer Ambulance Corp., Inc.

## Statement of Financial Income and Expense

Accrual Basis

May 2025

	May 25	Jan - May 25
<b>Payroll Taxes</b>		
Medicare	0.00	6,009.48
Social Security	0.00	25,695.68
SUTA Form RT-6	38.49	533.61
Payroll Taxes - Other	9,688.79	23,125.41
<b>Total Payroll Taxes</b>	9,727.28	55,364.18
<b>401k Co. Match</b>	3,024.16	20,953.76
<b>Background checks</b>	99.00	537.00
<b>Corp Payroll</b>	10,367.65	53,640.70
<b>Paramedic Payroll</b>	116,283.19	662,627.80
<b>Salaries</b>	0.00	470.70
<b>Payroll Expenses - Other</b>	0.00	179.99
<b>Total Payroll Expenses</b>	146,114.92	831,752.65
<b>Postage and Delivery</b>	0.00	16.26
<b>Professional Fees</b>		
Medical Billing Service	2,807.12	3,017.76
<b>Total Professional Fees</b>	2,807.12	3,017.76
<b>Repairs</b>		
Equipment Repairs	0.00	375.00
<b>Total Repairs</b>	0.00	375.00
<b>Supplies</b>		
Medical	599.00	861.83
Office	1,029.62	4,758.54
Supplies - Other	61.25	436.25
<b>Total Supplies</b>	1,689.87	6,056.62
<b>Total Expense</b>	153,787.84	853,345.13
<b>Net Ordinary Income</b>	65,368.92	-66,929.07
<b>Net Income</b>	<u>65,368.92</u>	<u>-66,929.07</u>

See Compilation Report - For Mangement Use Only

**Key Largo Volunteer Ambulance Corp., Inc.**  
**Statement of Financial Income and Expense - By Division**

Accrual Basis

January through May 2025

	Billing	Building	Corp	CPR - Training	TOTAL
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
<b>Direct Public Support</b>	0.00	0.00	200.00	0.00	200.00
<b>Fees</b>	158,206.01	0.00	0.00	0.00	158,206.01
<b>Interest Revenue</b>	264.54	138.07	8.28	1.21	412.10
<b>Medical Transcripts</b>	0.00	0.00	125.00	0.00	125.00
<b>Reimbursements</b>	627,472.95	0.00	0.00	0.00	627,472.95
<b>Total Income</b>	785,943.50	138.07	333.28	1.21	786,416.06
<b>Gross Profit</b>	785,943.50	138.07	333.28	1.21	786,416.06
<b>Expense</b>					
<b>Advertising</b>	296.32	0.00	0.00	0.00	296.32
<b>Rent - Equipment</b>	925.18	0.00	0.00	0.00	925.18
<b>Bank Service Charges</b>	329.09	0.00	0.00	0.00	329.09
<b>Depreciation Expense</b>	0.00	8,665.00	0.00	0.00	8,665.00
<b>Licenses and Permits</b>	1,850.00	0.00	61.25	0.00	1,911.25
<b>Payroll Expenses</b>	770,055.44	0.00	61,697.21	0.00	831,752.65
<b>Postage and Delivery</b>	16.26	0.00	0.00	0.00	16.26
<b>Professional Fees</b>	3,017.76	0.00	0.00	0.00	3,017.76
<b>Repairs</b>	375.00	0.00	0.00	0.00	375.00
<b>Supplies</b>	5,833.24	0.00	223.38	0.00	6,056.62
<b>Total Expense</b>	782,698.29	8,665.00	61,981.84	0.00	853,345.13
<b>Net Ordinary Income</b>	3,245.21	-8,526.93	-61,648.56	1.21	-66,929.07
<b>Net Income</b>	<b>3,245.21</b>	<b>-8,526.93</b>	<b>-61,648.56</b>	<b>1.21</b>	<b>-66,929.07</b>

See Compilation Report - For Management Use Only

**Key Largo Volunteer Ambulance Corp., Inc.**  
**Statement of Financial Income and Expense - By Division**

Accrual Basis

May 2025

	Billing	Building	Corp	CPR - Training	TOTAL
<b>Ordinary Income/Expense</b>					
Income					
<b>Fees</b>	100,822.83	0.00	0.00	0.00	100,822.83
<b>Interest Revenue</b>	41.94	28.13	1.70	0.25	72.02
<b>Reimbursements</b>	118,261.91	0.00	0.00	0.00	118,261.91
<b>Total Income</b>	219,126.68	28.13	1.70	0.25	219,156.76
<b>Gross Profit</b>	219,126.68	28.13	1.70	0.25	219,156.76
<b>Expense</b>					
<b>Bank Service Charges</b>	67.93	0.00	0.00	0.00	67.93
<b>Depreciation Expense</b>	0.00	1,733.00	0.00	0.00	1,733.00
<b>Licenses and Permits</b>	1,375.00	0.00	0.00	0.00	1,375.00
<b>Payroll Expenses</b>	130,297.98	0.00	15,816.94	0.00	146,114.92
<b>Professional Fees</b>	2,807.12	0.00	0.00	0.00	2,807.12
<b>Supplies</b>	1,628.62	0.00	61.25	0.00	1,689.87
<b>Total Expense</b>	136,176.65	1,733.00	15,878.19	0.00	153,787.84
<b>Net Ordinary Income</b>	82,950.03	-1,704.87	-15,876.49	0.25	65,368.92
<b>Net Income</b>	<b>82,950.03</b>	<b>-1,704.87</b>	<b>-15,876.49</b>	<b>0.25</b>	<b>65,368.92</b>

See Compilation Report - For Management Use Only

06/09/25  
Accrual Basis

**Key Largo Volunteer Ambulance Corp., Inc.**  
**General Ledger**  
As of May 31, 2025

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
<b>Centennial Bank</b>									175,716.72
<b>CORP 2 - 2268</b>									4,054.90
Check	05/01/2025	1077		Donald . Bock	REIMBUR...	Supplies		61.25	3,993.65
Deposit	05/31/2025				Interest	Checking I...	1.70		3,995.35
Total CORP 2 - 2268							1.70	61.25	3,995.35
<b>CPR Account</b>									582.86
Deposit	05/31/2025				Interest	Checking I...	0.25		583.11
Total CPR Account							0.25	0.00	583.11
<b>Building Account</b>									66,249.19
Deposit	05/31/2025				Interest	Building Ac...	28.13		66,277.32
Total Building Account							28.13	0.00	66,277.32
<b>Billing - Payroll -1209</b>									104,829.77
Check	05/01/2025			Godaddy.com		Office		136.18	104,693.59
Check	05/02/2025			Aetna Insurance		Health Insu...		6,352.97	98,340.62
Deposit	05/02/2025				COMPLET...	-SPLIT-	2,485.10		100,825.72
Deposit	05/02/2025				COMPLET...	Medicare	332.42		101,158.14
Deposit	05/02/2025				COMPLET...	Primary Ins...	357.89		101,516.03
Check	05/05/2025			Amazon.com		Office		40.42	101,475.61
Check	05/05/2025			Amazon.com		Office		87.54	101,388.07
Check	05/05/2025			AC-HUMANA, I...		Health Insu...		789.91	100,598.16
Deposit	05/05/2025				COMPLET...	Medicaid	152.56		100,750.72
Deposit	05/05/2025				COMPLET...	Medicaid	279.07		101,029.79
Deposit	05/05/2025				COMPLET...	Primary Ins...	1,272.80		102,302.59
Check	05/05/2025	2223		Emergency Me...	ALS LICE...	EMS-ALS L...		1,375.00	100,927.59
Check	05/06/2025			NIC FO6877 M...		Backgroun...		8.00	100,919.59
Check	05/06/2025			NIC FDLE CCH...		Backgroun...		25.00	100,894.59
Deposit	05/06/2025				COMPLET...	Primary Ins...	547.58		101,442.17
Deposit	05/07/2025				COMPLET...	Medicare	477.67		101,919.84
Check	05/07/2025			NIC FDLE CCH...		Backgroun...		25.00	101,894.84
Deposit	05/08/2025				COMPLET...	Primary Ins...	599.50		102,494.34

06/09/25  
Accrual Basis

**Key Largo Volunteer Ambulance Corp., Inc.**  
**General Ledger**  
As of May 31, 2025

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Deposit	05/08/2025				COMPLET...	Primary Ins...	719.11		103,213.45
Check	05/08/2025			NIC FDLE CCH...		Backgroun...		25.00	103,188.45
Check	05/08/2025	DIR...		Professional Pr...		Medical Bill...		2,807.12	100,381.33
Check	05/09/2025	DIR...		Alvarez, Daniel	Pay Perio...	-SPLIT-		2,385.12	97,996.21
Check	05/09/2025	DIR...		David Arteaga	Pay Perio...	-SPLIT-		2,348.30	95,647.91
Check	05/09/2025	DIR...		Bock, Donald	Pay Perio...	-SPLIT-		524.56	95,123.35
Check	05/09/2025	DIR...		Fernando Flores	Pay Perio...	-SPLIT-		3,948.74	91,174.61
Check	05/09/2025	DIR...		Gonzalez, Arley	Pay Perio...	-SPLIT-		3,890.48	87,284.13
Check	05/09/2025	DIR...		Gonzalez, Edua...	Pay Perio...	-SPLIT-		492.18	86,791.95
Check	05/09/2025	DIR...		Suzanne Manif...	Pay Perio...	-SPLIT-		854.63	85,937.32
Check	05/09/2025	DIR...		Oporta, Ozzie	Pay Perio...	-SPLIT-		541.05	85,396.27
Check	05/09/2025	DIR...		Orbeta, Jorge	Pay Perio...	-SPLIT-		4,010.60	81,385.67
Check	05/09/2025	DIR...		Roxana Perez	Pay Perio...	-SPLIT-		4,471.58	76,914.09
Check	05/09/2025	DIR...		Oscar Pinzon	Pay Perio...	-SPLIT-		1,699.26	75,214.83
Check	05/09/2025	DIR...		Joseph Ricci III	Pay Perio...	-SPLIT-		3,656.84	71,557.99
Check	05/09/2025	DIR...		Rivero, Franklin	Pay Perio...	-SPLIT-		3,869.96	67,688.03
Check	05/09/2025	DIR...		Adam Schussh...	Pay Perio...	-SPLIT-		2,793.42	64,894.61
Check	05/09/2025	DIR...		Julliano Serran...	Pay Perio...	-SPLIT-		3,120.37	61,774.24
Check	05/09/2025	DIR...		Sarah Straub	Pay Perio...	-SPLIT-		2,924.07	58,850.17
Check	05/09/2025	DIR...		Daniel A. Tovar	Pay Perio...	-SPLIT-		1,936.05	56,914.12
Check	05/09/2025	DIR...		Tuero, Luis	Pay Perio...	-SPLIT-		1,089.12	55,825.00
Check	05/09/2025	EFT...		Form 941	941 2ND ...	Form 941		17,079.06	38,745.94
Check	05/09/2025	ONL...		American Funds		Payroll Liab...		3,317.00	35,428.94
Deposit	05/09/2025				COMPLET...	Primary Ins...	146.74		35,575.68
Deposit	05/09/2025				COMPLET...	Medicare	341.81		35,917.49
Deposit	05/09/2025				COMPLET...	Primary Ins...	1,264.85		37,182.34
Check	05/09/2025			AC-INTUIT Qui...	Tax Paym...	SUTA For...		5.98	37,176.36
Check	05/12/2025	DIR...		Suzanne Manif...	Pay Perio...	-SPLIT-		359.36	36,817.00
Check	05/12/2025	EFT...		Form 941	941 2ND ...	Form 941		59.54	36,757.46
Deposit	05/12/2025				COMPLET...	Primary Ins...	54.84		36,812.30
Deposit	05/12/2025				REIMB	KL Fire Re...	70,904.89		107,717.19
Check	05/12/2025			BLUE SKY IRVI...		Office		15.04	107,702.15
Check	05/13/2025	DIR...		Bello, Leonardo	Pay Perio...	-SPLIT-		971.08	106,731.07
Check	05/13/2025	DIR...		Charles Berrane	Pay Perio...	-SPLIT-		341.50	106,389.57
Check	05/13/2025	DIR...		Wendy Carlisle	Pay Perio...	-SPLIT-		144.89	106,244.68

06/09/25  
Accrual Basis

**Key Largo Volunteer Ambulance Corp., Inc.**  
**General Ledger**  
As of May 31, 2025

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Check	05/13/2025	DIR...		Kay Cullen	Pay Perio...	-SPLIT-		144.89	106,099.79
Check	05/13/2025	DIR...		Kevin Fernandez	Pay Perio...	-SPLIT-		341.50	105,758.29
Check	05/13/2025	DIR...		Edward Hilson	Pay Perio...	-SPLIT-		341.51	105,416.78
Check	05/13/2025	DIR...		Kipust, Adam	Pay Perio...	-SPLIT-		179.99	105,236.79
Check	05/13/2025	DIR...		Knox, Kimberly	Pay Perio...	-SPLIT-		987.59	104,249.20
Check	05/13/2025	DIR...		Bonnie Marra	Pay Perio...	-SPLIT-		150.23	104,098.97
Check	05/13/2025	DIR...		Mussman, Tho...	Pay Perio...	-SPLIT-		1,068.36	103,030.61
Check	05/13/2025	DIR...		Robinson, Scott	Pay Perio...	-SPLIT-		627.89	102,402.72
Check	05/13/2025	DIR...		Michael Sao-Pa...	Pay Perio...	-SPLIT-		826.07	101,576.65
Check	05/13/2025	DIR...		Christopher Se...	Pay Perio...	-SPLIT-		341.51	101,235.14
Check	05/13/2025	DIR...		Scott H. Smith Jr	Pay Perio...	-SPLIT-		503.03	100,732.11
Check	05/13/2025	DIR...		Tito, Alexander	Pay Perio...	-SPLIT-		1,068.35	99,663.76
Check	05/13/2025	DIR...		Roberto Ycaza	Pay Perio...	-SPLIT-		260.75	99,403.01
Check	05/13/2025	DIR...		Zuniga, Jose	Pay Perio...	-SPLIT-		906.83	98,496.18
Check	05/13/2025	ONL...		American Funds		Payroll Liab...		117.41	98,378.77
Check	05/13/2025	EFT...		Form 941	941 2ND ...	Form 941		1,863.57	96,515.20
Check	05/13/2025			AC-INTUIT Qui...	Tax Paym...	SUTA For...		26.99	96,488.21
Deposit	05/13/2025				COMPLET...	-SPLIT-	1,033.25		97,521.46
Check	05/13/2025			ANALYSIS AC...		Bank Servi...		67.93	97,453.53
Deposit	05/15/2025				COMPLET...	Primary Ins...	771.59		98,225.12
Deposit	05/16/2025				COMPLET...	Primary Ins...	532.77		98,757.89
Deposit	05/16/2025				COMPLET...	-SPLIT-	2,513.91		101,271.80
Deposit	05/19/2025				COMPLET...	Primary Ins...	829.00		102,100.80
Deposit	05/19/2025				COMPLET...	-SPLIT-	646.70		102,747.50
Deposit	05/20/2025				COMPLET...	Primary Ins...	1,616.00		104,363.50
Deposit	05/21/2025				COMPLET...	Primary Ins...	639.44		105,002.94
Deposit	05/21/2025				COMPLET...	Primary Ins...	328.85		105,331.79
Deposit	05/21/2025				COMPLET...	-SPLIT-	426.74		105,758.53
Deposit	05/21/2025				COMPLET...	Primary Ins...	692.84		106,451.37
Deposit	05/21/2025				COMPLET...	Medicare	1,676.73		108,128.10
Check	05/21/2025			HANDTEVY	MEDICAL ...	Medical		599.00	107,529.10
Deposit	05/21/2025				REIMB	KL Fire Re...	47,357.02		154,886.12
Check	05/21/2025			Amazon.com		Office		212.21	154,673.91
Deposit	05/22/2025				COMPLET...	Primary Ins...	678.28		155,352.19
Check	05/22/2025			Amazon.com		Office		17.73	155,334.46

06/09/25  
Accrual Basis

**Key Largo Volunteer Ambulance Corp., Inc.**  
**General Ledger**  
As of May 31, 2025

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Check	05/22/2025			ADOBE INC		Office		22.99	155,311.47
Check	05/22/2025			Amazon.com		Office		132.64	155,178.83
Check	05/23/2025	DIR...		Alvarez, Daniel	Pay Perio...	-SPLIT-		2,940.65	152,238.18
Check	05/23/2025	DIR...		David Arteaga	Pay Perio...	-SPLIT-		2,794.42	149,443.76
Check	05/23/2025	DIR...		Bock, Donald	Pay Perio...	-SPLIT-		1,052.40	148,391.36
Check	05/23/2025	DIR...		Fernando Flores	Pay Perio...	-SPLIT-		3,342.00	145,049.36
Check	05/23/2025	DIR...		Gonzalez, Arley	Pay Perio...	-SPLIT-		2,626.37	142,422.99
Check	05/23/2025	DIR...		Gonzalez, Edua...	Pay Perio...	-SPLIT-		960.59	141,462.40
Check	05/23/2025	DIR...		Suzanne Manif...	Pay Perio...	-SPLIT-		1,498.13	139,964.27
Check	05/23/2025	DIR...		Oporta, Ozzie	Pay Perio...	-SPLIT-		1,026.55	138,937.72
Check	05/23/2025	DIR...		Orbeta, Jorge	Pay Perio...	-SPLIT-		2,919.06	136,018.66
Check	05/23/2025	DIR...		Roxana Perez	Pay Perio...	-SPLIT-		4,404.17	131,614.49
Check	05/23/2025	DIR...		Oscar Pinzon	Pay Perio...	-SPLIT-		2,307.00	129,307.49
Check	05/23/2025	DIR...		Joseph Ricci III	Pay Perio...	-SPLIT-		4,099.55	125,207.94
Check	05/23/2025	DIR...		Rivero, Franklin	Pay Perio...	-SPLIT-		1,748.49	123,459.45
Check	05/23/2025	DIR...		Adam Schussh...	Pay Perio...	-SPLIT-		3,510.84	119,948.61
Check	05/23/2025	DIR...		Julliano Serran...	Pay Perio...	-SPLIT-		2,919.01	117,029.60
Check	05/23/2025	DIR...		Sarah Straub	Pay Perio...	-SPLIT-		2,475.56	114,554.04
Check	05/23/2025	DIR...		Daniel A. Tovar	Pay Perio...	-SPLIT-		1,804.27	112,749.77
Check	05/23/2025	DIR...		Tuero, Luis	Pay Perio...	-SPLIT-		1,008.31	111,741.46
Check	05/23/2025	EFT...		Form 941	941 2ND ...	Form 941		16,037.76	95,703.70
Check	05/23/2025	ONL...		American Funds		Payroll Liab...		2,801.18	92,902.52
Check	05/23/2025			AC-INTUIT Qui...	Tax Paym...	SUTA For...		5.54	92,896.98
Check	05/23/2025			Godaddy.com		Office		364.87	92,532.11
Deposit	05/27/2025				COMPLET...	-SPLIT-	1,055.73		93,587.84
Deposit	05/27/2025				COMPLET...	Primary Ins...	555.65		94,143.49
Deposit	05/27/2025				COMPLET...	Primary Ins...	675.00		94,818.49
Check	05/28/2025			NIC FO6877 M...		Backgroun...		8.00	94,810.49
Deposit	05/28/2025				COMPLET...	Primary Ins...	973.05		95,783.54
Deposit	05/28/2025				COMPLET...	Medicare	8,236.75		104,020.29
Deposit	05/29/2025				COMPLET...	Primary Ins...	680.97		104,701.26
Deposit	05/29/2025				Deposit	Other Pay...	680.98		105,382.24
Deposit	05/29/2025				COMPLET...	Medicare	1,175.41		106,557.65
Check	05/30/2025			NIC FO6877 M...		Backgroun...		8.00	106,549.65
Deposit	05/30/2025				COMPLET...	Primary Ins...	141.75		106,691.40

06/09/25  
Accrual Basis

Key Largo Volunteer Ambulance Corp., Inc.  
General Ledger  
As of May 31, 2025

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Deposit	05/30/2025				COMPLET...	Primary Ins...	1,395.20		108,086.60
Deposit	05/31/2025				Interest	Checking I...	41.94		108,128.54
Total Billing - Payroll -1209							155,292.38	151,993.61	108,128.54
Total Centennial Bank							155,322.46	152,054.86	178,984.32
<b>TOTAL</b>							<b>155,322.46</b>	<b>152,054.86</b>	<b>178,984.32</b>





KEY LARGO VOLUNTEER AMBULANCE CORPS  
BILLING ACCOUNT  
98600 OVERSEAS HWY  
KEY LARGO FL 33037

05/31/25  
\*\*\*\*\*1209  
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**Effective June 24, 2025, we are increasing the amount we make available for withdrawal by checks not subject to next day availability to \$275. In addition, the amount available for withdrawal on exception holds for large deposits and new account holds is increasing to \$6,725.**

\*\*\* CHECKING \*\*\* 1358 SFL COMMUNITY C  
ACCOUNT NUMBER 0502571209  
PREVIOUS STATEMENT BALANCE AS OF 04/30/25 ..... 104,829.77  
PLUS 40 DEPOSITS AND OTHER CREDITS ..... 155,292.38  
LESS 35 CHECKS AND OTHER DEBITS ..... 151,993.61  
CURRENT STATEMENT BALANCE AS OF 05/31/25 ..... 108,128.54  
NUMBER OF DAYS IN THIS STATEMENT PERIOD 31

**CHECK TRANSACTIONS**

SERIAL	DATE	AMOUNT	SERIAL	DATE	AMOUNT	SERIAL	DATE	AMOUNT
2223	05/14	1,375.00						

**CHECKING ACCOUNT TRANSACTIONS**

DATE	DESCRIPTION	DEBITS	CREDITS
05/01	CKCD DEBIT 5368 04/30 00:00 DNH GODADDY 373093524 TEMPE AZ	136.18	
05/02	AC-UnitedHealthcare-HCCLAIMPMT NAME-KEY LARGO VOLUNTEER AM ID-591682537		332.42
05/02	AC-HMP-HCCLAIMPMT NAME-KEY LARGO VOLUNTEER AM ID-74333162		357.89
05/02	AC-Key Largo Volunt-Settlement NAME-PPS Ambulance Billing ID-000023842863870		2,485.10
05/02	AC-AETNA AFA-AFA NAME-KEY LARGO VOLUNTEER AM ID-30225	6,352.97	
05/05	AC-Sunshine State H-HCCLAIMPMT NAME-KEY LARGO VOLUNTEER AM		152.56
05/05	AC-WPS-TMEP CONTRAC-HCCLAIMPMT NAME-KEY LARGO VOLUNTEER AM ID-2513086721		279.07
05/05	AC-UnitedHealthcare-HCCLAIMPMT NAME-KEY LARGO VOLUNTEER AM ID-591682537		1,272.80
05/05	AC-HUMANA, INC.-INS PYMT NAME-604417KEY LARGO ID-672604287001672	789.91	
05/05	POS DEBIT 5368 05/05 11:42 AMAZON COM NB22G9M0 SEATTLE WA	40.42	
05/05	POS DEBIT 5368 05/05 13:03	87.54	

**Centennial Bank**

KEY LARGO VOLUNTEER AMBULANCE CORPS  
BILLING ACCOUNT  
98600 OVERSEAS HWY  
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**CHECKING ACCOUNT TRANSACTIONS**

DATE	DESCRIPTION	DEBITS	CREDITS
05/06	AMAZON COM NB8ES8MT SEATTLE WA AC-Preferred Care N-HCCLAIMPMT NAME-KEY LARGO VOLUNTEER AM ID-591682537		547.58
05/07	AC-FCSO, INC.-HCCLAIMPMT NAME-KEY LARGO VOLUNTEER AM ID-1639178791		477.67
05/07	CKCD DEBIT 5368 05/06 00:00 NIC FO6877 MSBO TALLAHASSEE FL	8.00	
05/07	CKCD DEBIT 5368 05/06 00:00 NIC FDLE CCHINE TALLAHASSEE FL	25.00	
05/08	AC-Preferred Care N-HCCLAIMPMT NAME-KEY LARGO VOLUNTEER AM ID-591682537		599.50
05/08	AC-AARP Supplementa-HCCLAIMPMT NAME-KEY LARGO VOLUNTEER AM ID-591682537		719.11
05/08	AC-KEY LARGO VOLUNT-PPSI INV NAME-KEY LARGO VOLUNT	2,807.12	
05/08	CKCD DEBIT 5368 05/07 00:00 NIC FDLE CCHINE TALLAHASSEE FL	25.00	
05/08	CKCD DEBIT 5368 05/07 00:00 NIC FDLE CCHINE TALLAHASSEE FL	25.00	
05/09	AC-HPHC INSURANCE-HCCLAIMPMT NAME-KEY LARGO VOLUNTEER AM		146.74
05/09	AC-UnitedHealthcare-HCCLAIMPMT NAME-KEY LARGO VOLUNTEER AM ID-591682537		341.81
05/09	AC-UnitedHealthcare-HCCLAIMPMT NAME-KEY LARGO VOLUNTEER AM ID-591682537		1,264.85
05/09	AC-INTUIT 21839709-TAX NAME-KEY LARGO VOLUNTEER AM ID-19175469	5.98	
05/09	AC-IRS-USATAXPYMT NAME-KEY LARGO VOLUNTEER AM ID-XXXXXXXXXX6627	17,079.06	
05/09	AC-KEY LARGO VOLUNT-MEDIC PR NAME-KEY LARGO VOLUNT	44,556.33	
05/12	AC-UNITEDHEALTHCARE-HCCLAIMPMT NAME-KEY LARGO VOLUNTEER AM ID-591682537		54.84
05/12	DEPOSIT		70,904.89
05/12	AC-IRS-USATAXPYMT NAME-KEY LARGO VOLUNTEER AM	59.54	

**Centennial Bank**

KEY LARGO VOLUNTEER AMBULANCE CORPS  
BILLING ACCOUNT  
98600 OVERSEAS HWY  
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**CHECKING ACCOUNT TRANSACTIONS**

DATE	DESCRIPTION	DEBITS	CREDITS
	ID-XXXXXXXXXXXX1148		
05/12	AC-KEY LARGO VOLUNT-MEDIC PR NAME-KEY LARGO VOLUNT	359.36	
05/12	AC- AMERICAN FUNDS-INVESTMENT NAME-KEY LARGO VOLUNTEER AM ID-IRK106984250506	3,317.00	
05/12	CKCD DEBIT 5368 05/09 00:00 BLUE SKY IRVINE CA	15.04	
05/13	AC-Key Largo Volunt-Settlement NAME-PPS Ambulance Billing ID-000023947459806		1,033.25
05/13	ANALYSIS ACTIVITY	67.93	
05/13	AC-INTUIT 87134999-TAX NAME-KEY LARGO VOLUNTEER AM ID-19175469	26.99	
05/13	AC-IRS-USATAXPYMT NAME-KEY LARGO VOLUNTEER AM ID-XXXXXXXXXXXX5713	1,863.57	
05/13	AC-KEY LARGO VOLUNT-EMS VOL PR NAME-KEY LARGO VOLUNT	9,205.97	
05/14	AC- AMERICAN FUNDS-INVESTMENT NAME-KEY LARGO VOLUNTEER AM ID-IRK106984250507	117.41	
05/15	AC-AARP Supplementa-HCCLAIMPMT NAME-KEY LARGO VOLUNTEER AM ID-591682537		771.59
05/16	AC-UnitedHealthcare-HCCLAIMPMT NAME-KEY LARGO VOLUNTEER AM ID-591682537		532.77
05/19	AC-36 TREAS 310- MISC PAY NAME-KEY LARGO VOLUNT ID-XXXXXXXXXXXX0012		829.00
05/19	DEPOSIT		646.70
05/20	AC-36 TREAS 310- MISC PAY NAME-KEY LARGO VOLUNT ID-XXXXXXXXXXXX0012		1,616.00
05/20	AC-Key Largo Volunt-Settlement NAME-PPS Ambulance Billing ID-000023988676910		2,513.91
05/21	AC-AETNA AS01-HCCLAIMPMT NAME-Key Largo Volunteer Am ID-1639178791		328.85
05/21	AC-Sunshine State H-HCCLAIMPMT NAME-KEY LARGO VOLUNTEER AM		426.74
05/21	AC-AETNA AS01-HCCLAIMPMT		639.44

**Centennial Bank**

KEY LARGO VOLUNTEER AMBULANCE CORPS  
BILLING ACCOUNT  
98600 OVERSEAS HWY  
KEY LARGO FL 33037

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**CHECKING ACCOUNT TRANSACTIONS**

DATE	DESCRIPTION	DEBITS	CREDITS
	NAME-Key Largo Volunteer Am ID-1639178791		
05/21	AC-AETNA AS01-HCCLAIMPMT NAME-Key Largo Volunteer Am ID-1639178791		692.84
05/21	AC-FCSO, INC.-HCCLAIMPMT NAME-KEY LARGO VOLUNTEER AM ID-1639178791		1,676.73
05/21	DEPOSIT		47,357.02
05/21	POS DEBIT 5368 05/21 12:55 AMAZON COM NZ65R2ZH SEATTLE WA	212.21	
05/22	AC-AETNA AS01-HCCLAIMPMT NAME-Key Largo Volunteer Am ID-1639178791		678.28
05/22	POS DEBIT 5368 05/21 13:03 AMAZON COM NZ9WI337 SEATTLE WA	17.73	
05/22	POS DEBIT 5368 05/22 20:32 ADOBE INC ADOBE SAN JOSE CA	22.99	
05/22	POS DEBIT 5368 05/22 10:34 AMAZON COM NN1EP1JD SEATTLE WA	132.64	
05/22	CKCD DEBIT 5368 05/21 00:00 HANDTEVY DAVIE FL	599.00	
05/23	AC-INTUIT 87547812-TAX NAME-KEY LARGO VOLUNTEER AM ID-19175469	5.54	
05/23	AC-IRS-USATAXPYMT NAME-KEY LARGO VOLUNTEER AM ID-XXXXXXXXXX7273	16,037.76	
05/23	AC-KEY LARGO VOLUNT-MEDIC PR NAME-KEY LARGO VOLUNT	43,437.37	
05/23	POS DEBIT 5368 05/23 16:38 DNH GODADDY COM TEMPE AZ	364.87	
05/27	AC-UnitedHealthcare-HCCLAIMPMT NAME-KEY LARGO VOLUNTEER AM ID-591682537		555.65
05/27	AC-UHC Community Pl-HCCLAIMPMT NAME-KEY LARGO VOLUNTEER AM ID-591682537		675.00
05/27	AC- AMERICAN FUNDS-INVESTMENT NAME-KEY LARGO VOLUNTEER AM ID-IRK106984250520	2,801.18	
05/28	AC-HUMANA INS CO-HCCLAIMPMT NAME-KEY LARGO VOLUNTEER AM ID-76014374		973.05
05/28	AC-Key Largo Volunt-Settlement		1,055.73

**Centennial Bank**

KEY LARGO VOLUNTEER AMBULANCE CORPS  
BILLING ACCOUNT  
98600 OVERSEAS HWY  
KEY LARGO FL 33037

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**CHECKING ACCOUNT TRANSACTIONS**

DATE	DESCRIPTION	DEBITS	CREDITS
	NAME-PPS Ambulance Billing ID-000024041341670		
05/28	AC-FCSO, INC.-HCCLAIMPMT NAME-KEY LARGO VOLUNTEER AM ID-1639178791		8,236.75
05/28	CKCD DEBIT 5368 05/27 00:00 NIC FO6877 MSBO TALLAHASSEE FL	8.00	
05/29	AC-AETNA AS01-HCCLAIMPMT NAME-Key Largo Volunteer Am ID-1639178791		680.97
05/29	AC-Simply FL5C-HCCLAIMPMT NAME-KEY LARGO VOLUNTEER AM ID-3273082347		680.98
05/29	AC-FCSO, INC.-HCCLAIMPMT NAME-KEY LARGO VOLUNTEER AM ID-1639178791		1,175.41
05/30	AC-UnitedHealthcare-HCCLAIMPMT NAME-KEY LARGO VOLUNTEER AM ID-591682537		141.75
05/30	AC-UnitedHealthcare-HCCLAIMPMT NAME-KEY LARGO VOLUNTEER AM ID-591682537		1,395.20
05/30	CKCD DEBIT 5368 05/29 00:00 NIC FO6877 MSBO TALLAHASSEE FL	8.00	
05/31	INTEREST PAYMENT		41.94

**BALANCE BY DATE**

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
04/30	104,829.77	05/01	104,693.59	05/02	101,516.03	05/05	102,302.59
05/06	102,850.17	05/07	103,294.84	05/08	101,756.33	05/09	41,868.36
05/12	109,077.15	05/13	98,945.94	05/14	97,453.53	05/15	98,225.12
05/16	98,757.89	05/19	100,233.59	05/20	104,363.50	05/21	155,272.91
05/22	155,178.83	05/23	95,333.29	05/27	93,762.76	05/28	104,020.29
05/29	106,557.65	05/30	108,086.60	05/31	108,128.54		

PAYER FEDERAL ID NUMBER..... 71-0009885  
INTEREST PAID YEAR TO DATE..... 264.54

**CHECKING TRANSACTION TICKET**  
CP44 503A Rev 3-02

Date: 5/12/25 Customer Name: Key Largo Volunteer

DEBIT		CREDIT	
(51) FORCE PAY DEBIT	(05) CREDIT MEMO		
(52) ACCOUNT CLOSE OUT	(36) DEPOSIT		
(58) DEBIT MEMO			

Prepared By: [Signature]  
Approved By: [Signature]  
Cash In: \_\_\_\_\_  
Less Cash: \_\_\_\_\_

Signature: \_\_\_\_\_

0502571209 36 \$ 70,904.89

⑆5020⑆0275⑆

05/12/2025 \$70,904.89

**DEPOSIT TICKET** 81-27/829

**KEY LARGO VOLUNTEER AMBULANCE CORPS**  
98600 Overseas Hwy.  
Key Largo, FL 33037

DATE: May 19 2025

CURRENCY	AMOUNT	DATE	INITIALS
CASH	25,034.34	5/10/25	
CHECKS	214,321.52	5/15/25	
	646.70		

TOTAL DEPOSIT: 646.70

⑆5020⑆0275⑆ 0502571209⑆ 36

05/19/2025 \$646.70

**CHECKING TRANSACTION TICKET**  
CP44 503A Rev 3-02

Date: 5/21/25 Customer Name: KL Volunteer

DEBIT		CREDIT	
(51) FORCE PAY DEBIT	(05) CREDIT MEMO		
(52) ACCOUNT CLOSE OUT	(36) DEPOSIT		
(58) DEBIT MEMO			

Prepared By: [Signature]  
Approved By: [Signature]  
Cash In: \_\_\_\_\_  
Less Cash: \_\_\_\_\_

Signature: \_\_\_\_\_

0502571209 36 \$ 47,357.02

⑆5020⑆0275⑆

05/21/2025 \$47,357.02

**Key Largo Volunteer Ambulance Corps, Inc.**  
98600 Overseas Hwy.  
Key Largo, FL 33037  
305-451-2766

# 3010608 DATE 5/5/2025

PAY TO THE ORDER OF: EMERGENCY MEDICAL SERVICES \$ 1,375.00

One thousand three hundred seventy five and 00/100 DOLLARS

RENEWAL

Requires two signatures:  
[Signature]  
[Signature]

⑆002223⑆ ⑆06290275⑆ 0502571209⑆

05/14/2025 2223 \$1,375.00

## STATEMENT RECONCILIATION

WRITE US AT P.O. Box 966, Conway AR, 72033 or call 888-372-9788 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt.

We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

(3) Tell us the dollar amount of the suspected error. We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will recredit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company you can call us at 888-372-9788 to find out whether that deposit has been made.

**MONTH** \_\_\_\_\_ **20** \_\_\_\_\_

**BALANCE AS OF  
THIS STATEMENT** \$ \_\_\_\_\_

**PLUS DEPOSITS  
NOT CREDITED ON  
THIS STATEMENT (+) \$ \_\_\_\_\_**

**TOTAL** (=) \$ \_\_\_\_\_

**LESS TOTAL OF  
OUTSTANDING  
CHECKS** (-) \$ \_\_\_\_\_

**BALANCE**      (=) \$ \_\_\_\_\_

THIS SHOULD AGREE WITH YOUR CHECKBOOK BALANCE AFTER ENTERING IN YOUR CHECKBOOK ALL CHARGES, DEDUCTIONS AND INTEREST CREDITED SHOWN ON THIS STATEMENT.

USE THIS FORM  
TO BALANCE YOUR CHECKBOOK  
WITH YOUR STATEMENT

## OUTSTANDING CHECKS

## OUTSTANDING CHECKS

[illegible]

<b>NO.</b>	<b>\$</b>	
<b>TOTAL</b>	<b>\$</b>	

**IF YOUR ACCOUNT DOES NOT BALANCE, PLEASE CHECK THE FOLLOWING CAREFULLY:**

- ☐ HAVE YOU ENTERED THE AMOUNT OF EACH CHECK IN YOUR CHECKBOOK CORRECTLY?
  - ☐ HAVE YOU DOUBLE-CHECKED THE ADDITIONS AND SUBTRACTIONS IN YOUR CHECKBOOK?
  - ☐ ARE ALL DEPOSIT AMOUNTS, INCLUDING INTEREST, ENTERED IN YOUR CHECKBOOK THE SAME AS SHOWN ON THIS STATEMENT?
  - ☐ HAVE YOU BROUGHT THE CORRECT BALANCE FORWARD FROM ONE CHECKBOOK PAGE TO ANOTHER?
  - ☐ HAVE ALL CHARGES BEEN DEDUCTED FROM YOUR CHECKBOOK?
  - ☐ HAVE ALL CHECKS WRITTEN AND OTHER WITHDRAWALS BEEN DEDUCTED FROM YOUR CHECKBOOK?

**PLEASE ADVISE OF ANY CHANGES OF ADDRESS OR STATEMENT IRREGULARITY WITHIN 10 DAYS.**

**10c.**



Key Largo Volunteer Ambulance Corp Inc.  
Treasurer's Report  
June 2025

	Billing Account	Corp Account	Building Account	CPR Account	Total
<b>Beginning Balance</b>	<b>\$108,128.54</b>	<b>\$3,995.35</b>	<b>\$66,277.32</b>	<b>\$583.11</b>	<b>\$178,984.32</b>
<u>Revenues</u>					
Interest	38.36	1.66	27.24	0.24	67.50
Medical Fees	35,331.44				35,331.44
Medical Transcripts		50.00			50.00
KL Fire Rescue & EMS Reimb	131,260.01				131,260.01
Donations					0.00
Educational Income					0.00
Uncollected Income/Adjustmts *	-15,947.42				-15,947.42
Misc Income					0.00
<b>Total Revenues</b>	<b>\$150,682.39</b>	<b>\$51.66</b>	<b>\$27.24</b>	<b>\$0.24</b>	<b>\$150,761.53</b>
<u>Expenditures</u>					
Background Checks	50.00				50.00
Training Classes	130.00				130.00
Payroll Expenses	146,231.94	13,706.33			159,938.27
Licenses & Permits					0.00
Professional Fees	309.10				309.10
Supplies	930.02				930.02
Bank Service Charges	65.29				65.29
Postage					0.00
Repairs					0.00
Dues & Memberships					0.00
<b>Total Expenditures</b>	<b>\$147,716.35</b>	<b>\$13,706.33</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$161,422.68</b>
<b>Ending Balance</b>	<b>\$111,094.58</b>	<b>-\$9,659.32</b>	<b>\$66,304.56</b>	<b>\$583.35</b>	<b>\$168,323.17</b>
TRANSFERS	0.00	0.00	0.00	0.00	0.00
Vol Reimb paid with Billing Acct *	(13,706.33)	13,706.33	0.00	0.00	0.00
Balance before Adjustment	83,681.92	4,047.01	66,304.56	583.35	154,616.84
Adjustment to arrive at Actual *	29,653.75	0.00	0.00	0.00	29,653.75
<b>ACTUAL BALANCE @ MO END</b>	<b>\$113,335.67</b>	<b>\$4,047.01</b>	<b>\$66,304.56</b>	<b>\$583.35</b>	<b><u>\$184,270.59</u></b>
	(13,706.33)				
	-15,947.42				
	0.00	*PAYROLL LIAB ADJ (FL UNEMPL TAX)			
	<b>-\$29,653.75 *</b>				

07/04/25

Accrual Basis

## Key Largo Volunteer Ambulance Corp., Inc.

## Balance Sheet Prev Year Comparison

As of June 30, 2025

	Jun 30, 25	Jun 30, 24	\$ Change	% Change
<b>ASSETS</b>				
Current Assets				
Checking/Savings				
Centennial Bank				
CORP 2 - 2268	4,047.01	5,509.50	-1,462.49	-26.5%
CPR Account	583.35	580.42	2.93	0.5%
Building Account	66,304.56	149,827.06	-83,522.50	-55.8%
Billing - Payroll -1209	113,335.67	174,722.28	-61,386.61	-35.1%
Total Centennial Bank	184,270.59	330,639.26	-146,368.67	-44.3%
Total Checking/Savings	184,270.59	330,639.26	-146,368.67	-44.3%
Accounts Receivable				
Accounts Receivable	329,887.24	267,982.94	61,904.30	23.1%
Total Accounts Receivable	329,887.24	267,982.94	61,904.30	23.1%
Total Current Assets	514,157.83	598,622.20	-84,464.37	-14.1%
Fixed Assets				
Building	258,043.00	258,043.00	0.00	0.0%
Building Improvements	321,599.12	321,599.12	0.00	0.0%
Dayroom	9,681.07	9,681.07	0.00	0.0%
Equipment	57,049.70	56,519.85	529.85	0.9%
Office Equipment	21,018.81	18,925.05	2,093.76	11.1%
Office Furniture and Fixtures	19,609.51	17,773.49	1,836.02	10.3%
Signs	2,238.64	2,238.64	0.00	0.0%
Accumulated Depreciation	-551,944.60	-531,148.60	-20,796.00	-3.9%
Total Fixed Assets	137,295.25	153,631.62	-16,336.37	-10.6%
<b>TOTAL ASSETS</b>	<b>651,453.08</b>	<b>752,253.82</b>	<b>-100,800.74</b>	<b>-13.4%</b>
<b>LIABILITIES &amp; EQUITY</b>				
Liabilities				
Current Liabilities				
Other Current Liabilities				
Payroll Liabilities				
SUTA Form UCT6	0.00	308.34	-308.34	-100.0%
Total Payroll Liabilities	0.00	308.34	-308.34	-100.0%
Total Other Current Liabilities	0.00	308.34	-308.34	-100.0%
Total Current Liabilities	0.00	308.34	-308.34	-100.0%
Total Liabilities	0.00	308.34	-308.34	-100.0%
Equity				
Unrestricted Net Assets	730,776.30	701,301.21	29,475.09	4.2%
Net Income	-79,323.22	50,644.27	-129,967.49	-256.6%
Total Equity	651,453.08	751,945.48	-100,492.40	-13.4%
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>651,453.08</b>	<b>752,253.82</b>	<b>-100,800.74</b>	<b>-13.4%</b>

**Key Largo Volunteer Ambulance Corp., Inc.**  
**Statement of Financial Position**

Accrual Basis

As of June 30, 2025

	Jun 30, 25
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
Centennial Bank	
CORP 2 - 2268	4,047.01
CPR Account	583.35
Building Account	66,304.56
Billing - Payroll -1209	113,335.67
Total Centennial Bank	184,270.59
Total Checking/Savings	184,270.59
Accounts Receivable	
Accounts Receivable	329,887.24
Total Accounts Receivable	329,887.24
Total Current Assets	514,157.83
Fixed Assets	
Building	258,043.00
Building Improvements	321,599.12
Dayroom	9,681.07
Equipment	57,049.70
Office Equipment	21,018.81
Office Furniture and Fixtures	19,609.51
Signs	2,238.64
Accumulated Depreciation	-551,944.60
Total Fixed Assets	137,295.25
<b>TOTAL ASSETS</b>	<b>651,453.08</b>
<b>LIABILITIES &amp; EQUITY</b>	
Equity	
Unrestricted Net Assets	730,776.30
Net Income	-79,323.22
Total Equity	651,453.08
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>651,453.08</b>

See Compilation Report - For Management Use Only

# Key Largo Volunteer Ambulance Corp., Inc.

## Statement of Financial Income and Expense

Accrual Basis

June 2025

	Jun 25	Jan - Jun 25
<b>Ordinary Income/Expense</b>		
<b>Income</b>		
<b>Direct Public Support</b>		
Donation Income	0.00	200.00
<b>Total Direct Public Support</b>	0.00	200.00
<b>Fees</b>		
<b>Billing</b>		
<b>Medical Fees</b>		
Primary Insurance	23,724.72	107,439.01
Other Payments	4,079.01	11,845.35
Medicare	6,882.52	90,565.85
Medicaid	645.19	9,434.56
<b>Total Medical Fees</b>	35,331.44	219,284.77
<b>Deferred Income</b>		
Credit Adjustments	-6,680.03	-272,549.12
Deferred Income - Other	-9,267.39	230,854.38
<b>Total Deferred Income</b>	-15,947.42	-41,694.74
<b>Total Billing</b>	19,384.02	177,590.03
<b>Total Fees</b>	19,384.02	177,590.03
<b>Interest Revenue</b>		
Building Account	27.24	165.31
Checking Interest	40.26	314.29
<b>Total Interest Revenue</b>	67.50	479.60
<b>Medical Transcripts</b>	50.00	175.00
<b>Reimbursements</b>		
KL Fire Rescue & EMS	131,260.01	758,732.96
<b>Total Reimbursements</b>	131,260.01	758,732.96
<b>Total Income</b>	150,761.53	937,177.59
<b>Gross Profit</b>	150,761.53	937,177.59
<b>Expense</b>		
Advertising	0.00	296.32
Rent - Equipment	0.00	925.18
Bank Service Charges	65.29	394.38
Depreciation Expense	1,733.00	10,398.00
<b>Licenses and Permits</b>		
EMS-ALS Licenses	0.00	1,375.00
Licenses and Permits - Other	0.00	536.25
<b>Total Licenses and Permits</b>	0.00	1,911.25
<b>Payroll Expenses</b>		
Health Insurance	8,243.68	49,133.02
Employee's Share Health Insuran	-529.24	-3,440.06

See Compilation Report - For Mangement Use Only

# Key Largo Volunteer Ambulance Corp., Inc.

## Statement of Financial Income and Expense

Accrual Basis

June 2025

	Jun 25	Jan - Jun 25
<b>Payroll Taxes</b>		
Medicare	0.00	6,009.48
Social Security	0.00	25,695.68
SUTA Form RT-6	46.96	580.57
Payroll Taxes - Other	10,615.88	33,741.29
<b>Total Payroll Taxes</b>	10,662.84	66,027.02
<b>401k Co. Match</b>	2,791.77	23,745.53
<b>Background checks</b>	50.00	587.00
<b>Corp Payroll</b>	12,677.64	66,318.34
<b>Paramedic Payroll</b>	126,091.58	788,719.38
<b>Salaries</b>	0.00	470.70
<b>Payroll Expenses - Other</b>	0.00	179.99
<b>Total Payroll Expenses</b>	159,988.27	991,740.92
<b>Postage and Delivery</b>	0.00	16.26
<b>Professional Fees</b>		
Medical Billing Service	309.10	3,326.86
<b>Total Professional Fees</b>	309.10	3,326.86
<b>Repairs</b>		
Equipment Repairs	0.00	375.00
<b>Total Repairs</b>	0.00	375.00
<b>Supplies</b>		
Medical	0.00	861.83
Office	590.19	5,348.73
Supplies - Other	339.83	776.08
<b>Total Supplies</b>	930.02	6,986.64
<b>Training Classes</b>	130.00	130.00
<b>Total Expense</b>	163,155.68	1,016,500.81
<b>Net Ordinary Income</b>	-12,394.15	-79,323.22
<b>Net Income</b>	<u>-12,394.15</u>	<u>-79,323.22</u>

See Compilation Report - For Mangement Use Only

**Key Largo Volunteer Ambulance Corp., Inc.**  
**Statement of Financial Income and Expense - By Division**

Accrual Basis

January through June 2025

	Billing	Building	Corp	CPR - Training	TOTAL
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
Direct Public Support	0.00	0.00	200.00	0.00	200.00
Fees	177,590.03	0.00	0.00	0.00	177,590.03
Interest Revenue	302.90	165.31	9.94	1.45	479.60
Medical Transcripts	0.00	0.00	175.00	0.00	175.00
Reimbursements	758,732.96	0.00	0.00	0.00	758,732.96
<b>Total Income</b>	<b>936,625.89</b>	<b>165.31</b>	<b>384.94</b>	<b>1.45</b>	<b>937,177.59</b>
<b>Gross Profit</b>	<b>936,625.89</b>	<b>165.31</b>	<b>384.94</b>	<b>1.45</b>	<b>937,177.59</b>
<b>Expense</b>					
Advertising	296.32	0.00	0.00	0.00	296.32
Rent - Equipment	925.18	0.00	0.00	0.00	925.18
Bank Service Charges	394.38	0.00	0.00	0.00	394.38
Depreciation Expense	0.00	10,398.00	0.00	0.00	10,398.00
Licenses and Permits	1,850.00	0.00	61.25	0.00	1,911.25
Payroll Expenses	923,141.10	0.00	68,599.82	0.00	991,740.92
Postage and Delivery	16.26	0.00	0.00	0.00	16.26
Professional Fees	3,326.86	0.00	0.00	0.00	3,326.86
Repairs	375.00	0.00	0.00	0.00	375.00
Supplies	6,763.26	0.00	223.38	0.00	6,986.64
Training Classes	130.00	0.00	0.00	0.00	130.00
<b>Total Expense</b>	<b>937,218.36</b>	<b>10,398.00</b>	<b>68,884.45</b>	<b>0.00</b>	<b>1,016,500.81</b>
<b>Net Ordinary Income</b>	<b>-592.47</b>	<b>-10,232.69</b>	<b>-68,499.51</b>	<b>1.45</b>	<b>-79,323.22</b>
<b>Net Income</b>	<b>-592.47</b>	<b>-10,232.69</b>	<b>-68,499.51</b>	<b>1.45</b>	<b>-79,323.22</b>

See Compilation Report - For Management Use Only

**Key Largo Volunteer Ambulance Corp., Inc.**  
**Statement of Financial Income and Expense - By Division**

Accrual Basis

June 2025

	Billing	Building	Corp	CPR - Training	TOTAL
<b>Ordinary Income/Expense</b>					
Income					
<b>Fees</b>	19,384.02	0.00	0.00	0.00	19,384.02
<b>Interest Revenue</b>	38.36	27.24	1.66	0.24	67.50
<b>Medical Transcripts</b>	0.00	0.00	50.00	0.00	50.00
<b>Reimbursements</b>	131,260.01	0.00	0.00	0.00	131,260.01
<b>Total Income</b>	150,682.39	27.24	51.66	0.24	150,761.53
<b>Gross Profit</b>	150,682.39	27.24	51.66	0.24	150,761.53
<b>Expense</b>					
<b>Bank Service Charges</b>	65.29	0.00	0.00	0.00	65.29
<b>Depreciation Expense</b>	0.00	1,733.00	0.00	0.00	1,733.00
<b>Payroll Expenses</b>	146,281.94	0.00	13,706.33	0.00	159,988.27
<b>Professional Fees</b>	309.10	0.00	0.00	0.00	309.10
<b>Supplies</b>	930.02	0.00	0.00	0.00	930.02
<b>Training Classes</b>	130.00	0.00	0.00	0.00	130.00
<b>Total Expense</b>	147,716.35	1,733.00	13,706.33	0.00	163,155.68
<b>Net Ordinary Income</b>	2,966.04	-1,705.76	-13,654.67	0.24	-12,394.15
<b>Net Income</b>	<b>2,966.04</b>	<b>-1,705.76</b>	<b>-13,654.67</b>	<b>0.24</b>	<b>-12,394.15</b>

See Compilation Report - For Management Use Only

07/04/25  
Accrual Basis

**Key Largo Volunteer Ambulance Corp., Inc.**  
**General Ledger**  
As of June 30, 2025

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
<b>Centennial Bank</b>									178,984.32
<b>CORP 2 - 2268</b>									3,995.35
Deposit	06/10/2025				Deposit	Medical Tra...	50.00		4,045.35
Deposit	06/30/2025				Interest	Checking I...	1.66		4,047.01
Total CORP 2 - 2268							51.66	0.00	4,047.01
<b>CPR Account</b>									583.11
Deposit	06/30/2025				Interest	Checking I...	0.24		583.35
Total CPR Account							0.24	0.00	583.35
<b>Building Account</b>									66,277.32
Deposit	06/30/2025				Interest	Building Ac...	27.24		66,304.56
Total Building Account							27.24	0.00	66,304.56
<b>Billing - Payroll -1209</b>									108,128.54
Deposit	06/02/2025				COMPLET...	Primary Ins...	683.60		108,812.14
Deposit	06/02/2025				COMPLET...	-SPLIT-	1,275.66		110,087.80
Check	06/03/2025			Aetna Insurance		Health Insu...		7,404.64	102,683.16
Check	06/03/2025			AC-HUMANA, I...		Health Insu...		839.04	101,844.12
Check	06/03/2025			NIC FDLE CCH...		Backgroun...		25.00	101,819.12
Check	06/04/2025			Amazon.com		Office		28.59	101,790.53
Deposit	06/04/2025				COMPLET...	Medicaid	150.62		101,941.15
Deposit	06/04/2025				COMPLET...	Primary Ins...	773.97		102,715.12
Deposit	06/04/2025				COMPLET...	Primary Ins...	1,728.00		104,443.12
Deposit	06/05/2025				COMPLET...	Primary Ins...	667.41		105,110.53
Deposit	06/05/2025				COMPLET...	-SPLIT-	302.90		105,413.43
Deposit	06/05/2025				COMPLET...	Primary Ins...	133.16		105,546.59
Check	06/05/2025			AC-INTUIT Qui...	Tax Paym...	SUTA For...		1.88	105,544.71
Check	06/06/2025	1		Alvarez, Daniel	Pay Perio...	-SPLIT-		2,417.32	103,127.39
Check	06/06/2025	2		David Arteaga	Pay Perio...	-SPLIT-		3,452.22	99,675.17
Check	06/06/2025	3		Bock, Donald	Pay Perio...	-SPLIT-		1,579.22	98,095.95
Check	06/06/2025	4		Fernando Flores	Pay Perio...	-SPLIT-		3,441.93	94,654.02
Check	06/06/2025	5		Gonzalez, Arley	Pay Perio...	-SPLIT-		3,875.57	90,778.45



07/04/25  
Accrual Basis

**Key Largo Volunteer Ambulance Corp., Inc.**  
**General Ledger**  
As of June 30, 2025

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Check	06/06/2025	6		Gonzalez, Edua...	Pay Perio...	-SPLIT-		1,898.15	88,880.30
Check	06/06/2025	7		Suzanne Manif...	Pay Perio...	-SPLIT-		1,129.77	87,750.53
Check	06/06/2025	8		Oporta, Ozzie	Pay Perio...	-SPLIT-		1,065.38	86,685.15
Check	06/06/2025	9		Orbeta, Jorge	Pay Perio...	-SPLIT-		3,011.19	83,673.96
Check	06/06/2025	10		Roxana Perez	Pay Perio...	-SPLIT-		5,516.12	78,157.84
Check	06/06/2025	11		Oscar Pinzon	Pay Perio...	-SPLIT-		2,287.16	75,870.68
Check	06/06/2025	12		Joseph Ricci III	Pay Perio...	-SPLIT-		3,771.43	72,099.25
Check	06/06/2025	13		Rivero, Franklin	Pay Perio...	-SPLIT-		1,851.79	70,247.46
Check	06/06/2025	14		Adam Schussh...	Pay Perio...	-SPLIT-		3,574.80	66,672.66
Check	06/06/2025	15		Julliano Serran...	Pay Perio...	-SPLIT-		2,569.44	64,103.22
Check	06/06/2025	16		Sarah Straub	Pay Perio...	-SPLIT-		2,662.93	61,440.29
Check	06/06/2025	17		Daniel A. Tovar	Pay Perio...	-SPLIT-		1,922.46	59,517.83
Check	06/06/2025	18		Tuero, Luis	Pay Perio...	-SPLIT-		521.48	58,996.35
Check	06/06/2025	EFT...		Form 941	941 2ND ...	Form 941		17,512.56	41,483.79
Check	06/06/2025	ONL...		American Funds		Payroll Liab...		3,085.16	38,398.63
Deposit	06/06/2025				COMPLET...	Medicare	600.20		38,998.83
Deposit	06/06/2025				COMPLET...	Primary Ins...	599.50		39,598.33
Deposit	06/07/2025				COMPLET...	Primary Ins...	613.05		40,211.38
Deposit	06/07/2025				COMPLET...	Primary Ins...	918.72		41,130.10
Deposit	06/07/2025				COMPLET...	Primary Ins...	121.41		41,251.51
Deposit	06/09/2025				COMPLET...	Primary Ins...	152.84		41,404.35
Deposit	06/09/2025				REIMB	KL Fire Re...	36,137.86		77,542.21
Check	06/10/2025	1		Baron, Dyllon	Pay Perio...	-SPLIT-		260.75	77,281.46
Check	06/10/2025	2		Bello, Leonardo	Pay Perio...	-SPLIT-		865.67	76,415.79
Check	06/10/2025	3		Charles Berrane	Pay Perio...	-SPLIT-		503.04	75,912.75
Check	06/10/2025	4		Wendy Carlisle	Pay Perio...	-SPLIT-		144.90	75,767.85
Check	06/10/2025	5		Kay Cullen	Pay Perio...	-SPLIT-		144.90	75,622.95
Check	06/10/2025	6		Kevin Fernandez	Pay Perio...	-SPLIT-		422.27	75,200.68
Check	06/10/2025	7		Gomez, Daniel	Pay Perio...	-SPLIT-		1,797.80	73,402.88
Check	06/10/2025	8		Edward Hilson	Pay Perio...	-SPLIT-		180.00	73,222.88
Check	06/10/2025	9		Kipust, Adam	Pay Perio...	-SPLIT-		341.51	72,881.37
Check	06/10/2025	10		Knox, Kimberly	Pay Perio...	-SPLIT-		341.51	72,539.86
Check	06/10/2025	11		Lezcano, Ricardo	Pay Perio...	-SPLIT-		503.02	72,036.84
Check	06/10/2025	12		Mitchell Lourido	Pay Perio...	-SPLIT-		664.55	71,372.29
Check	06/10/2025	13		Bonnie Marra	Pay Perio...	-SPLIT-		150.24	71,222.05

07/04/25  
Accrual Basis

**Key Largo Volunteer Ambulance Corp., Inc.**  
**General Ledger**  
As of June 30, 2025

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Check	06/10/2025	14		Mussman, Tho...	Pay Perio...	-SPLIT-		1,581.76	69,640.29
Check	06/10/2025	15		Keivins Rigoyos...	Pay Perio...	-SPLIT-		179.99	69,460.30
Check	06/10/2025	16		Robinson, Scott	Pay Perio...	-SPLIT-		627.89	68,832.41
Check	06/10/2025	17		Michael Sao-Pa...	Pay Perio...	-SPLIT-		785.70	68,046.71
Check	06/10/2025	18		Christopher Se...	Pay Perio...	-SPLIT-		341.52	67,705.19
Check	06/10/2025	19		Scott H. Smith Jr	Pay Perio...	-SPLIT-		422.27	67,282.92
Check	06/10/2025	20		Roberto Ycaza	Pay Perio...	-SPLIT-		301.14	66,981.78
Check	06/10/2025	21		Zuniga, Jose	Pay Perio...	-SPLIT-		664.55	66,317.23
Check	06/10/2025	EFT...		Form 941	941 2ND ...	Form 941		2,331.23	63,986.00
Check	06/10/2025	ONL...		American Funds		Payroll Liab...		117.41	63,868.59
Deposit	06/10/2025				Deposit	-SPLIT-	1,258.40		65,126.99
Check	06/10/2025			AC-INTUIT Qui...	Tax Paym...	SUTA For...		32.71	65,094.28
Deposit	06/10/2025				COMPLET...	Primary Ins...	2,211.73		67,306.01
Deposit	06/10/2025				COMPLET...	Medicare	1,083.05		68,389.06
Deposit	06/10/2025				COMPLET...	-SPLIT-	153.12		68,542.18
Deposit	06/10/2025				COMPLET...	-SPLIT-	459.36		69,001.54
Deposit	06/10/2025				COMPLET...	Primary Ins...	533.99		69,535.53
Deposit	06/10/2025				COMPLET...	-SPLIT-	917.10		70,452.63
Deposit	06/11/2025				COMPLET...	-SPLIT-	213.37		70,666.00
Check	06/11/2025			ANALYSIS AC...		Bank Servi...		65.29	70,600.71
Check	06/11/2025			Professional Pr...		Medical Bill...		309.10	70,291.61
Deposit	06/12/2025				COMPLET...	Medicaid	190.00		70,481.61
Deposit	06/13/2025				COMPLET...	Primary Ins...	564.23		71,045.84
Deposit	06/13/2025				COMPLET...	Primary Ins...	804.94		71,850.78
Deposit	06/14/2025				COMPLET...	-SPLIT-	3,094.83		74,945.61
Deposit	06/16/2025				COMPLET...	Medicare	4,754.85		79,700.46
Deposit	06/16/2025				REIMB	KL Fire Re...	53,462.83		133,163.29
Deposit	06/17/2025				COMPLET...	Primary Ins...	500.11		133,663.40
Deposit	06/17/2025				COMPLET...	Primary Ins...	837.00		134,500.40
Deposit	06/18/2025				COMPLET...	Medicare	444.42		134,944.82
Deposit	06/18/2025				COMPLET...	Primary Ins...	694.58		135,639.40
Check	06/18/2025			NIC FDLE CCH...		Backgroun...		25.00	135,614.40
Check	06/20/2025	1		Brandon M. Ad...	Pay Perio...	-SPLIT-		2,083.57	133,530.83
Check	06/20/2025	2		Alvarez, Daniel	Pay Perio...	-SPLIT-		3,503.84	130,026.99
Check	06/20/2025	3		David Arteaga	Pay Perio...	-SPLIT-		2,819.63	127,207.36

07/04/25  
Accrual Basis

**Key Largo Volunteer Ambulance Corp., Inc.**  
**General Ledger**  
As of June 30, 2025

Type	Date	Num	Adj	Name	Memo	Split	Debit	Credit	Balance
Check	06/20/2025	4		Bock, Donald	Pay Perio...	-SPLIT-		2,362.37	124,844.99
Check	06/20/2025	5		Brandon Donikian	Pay Perio...	-SPLIT-		1,748.73	123,096.26
Check	06/20/2025	6		Fernando Flores	Pay Perio...	-SPLIT-		2,994.11	120,102.15
Check	06/20/2025	7		Gonzalez, Arley	Pay Perio...	-SPLIT-		2,533.24	117,568.91
Check	06/20/2025	8		Gonzalez, Edua...	Pay Perio...	-SPLIT-		1,369.88	116,199.03
Check	06/20/2025	9		Suzanne Manif...	Pay Perio...	-SPLIT-		1,129.77	115,069.26
Check	06/20/2025	10		Oporta, Ozzie	Pay Perio...	-SPLIT-		1,090.59	113,978.67
Check	06/20/2025	11		Orbeta, Jorge	Pay Perio...	-SPLIT-		3,389.28	110,589.39
Check	06/20/2025	12		Roxana Perez	Pay Perio...	-SPLIT-		4,667.92	105,921.47
Check	06/20/2025	13		Oscar Pinzon	Pay Perio...	-SPLIT-		3,046.88	102,874.59
Check	06/20/2025	14		Joseph Ricci III	Pay Perio...	-SPLIT-		4,032.90	98,841.69
Check	06/20/2025	15		Rivero, Franklin	Pay Perio...	-SPLIT-		2,999.20	95,842.49
Check	06/20/2025	16		Adam Schussh...	Pay Perio...	-SPLIT-		2,353.53	93,488.96
Check	06/20/2025	17		Julliano Serran...	Pay Perio...	-SPLIT-		2,573.43	90,915.53
Check	06/20/2025	18		Sarah Straub	Pay Perio...	-SPLIT-		2,357.08	88,558.45
Check	06/20/2025	19		Daniel A. Tovar	Pay Perio...	-SPLIT-		1,952.91	86,605.54
Check	06/20/2025	20		Tuero, Luis	Pay Perio...	-SPLIT-		1,008.32	85,597.22
Check	06/20/2025	EFT...		Form 941	941 2ND ...	Form 941		18,230.91	67,366.31
Check	06/20/2025	ONL...		American Funds		Payroll Liab...		2,579.84	64,786.47
Check	06/20/2025			AC-INTUIT Qui...	Tax Paym...	SUTA For...		12.37	64,774.10
Check	06/20/2025			PRODIGY EMS...	online EM...	Training Cl...		65.00	64,709.10
Check	06/20/2025			PRODIGY EMS...	online EM...	Training Cl...		65.00	64,644.10
Deposit	06/23/2025				COMPLET...	-SPLIT-	5,151.03		69,795.13
Deposit	06/23/2025				COMPLET...	Primary Ins...	403.48		70,198.61
Deposit	06/23/2025				COMPLET...	Primary Ins...	694.56		70,893.17
Deposit	06/23/2025				Deposit	Other Pay...	748.89		71,642.06
Deposit	06/23/2025				REIMB	KL Fire Re...	41,659.32		113,301.38
Check	06/23/2025			ADOBE INC		Office		22.99	113,278.39
Check	06/24/2025			FILTER KING ...	AC FILTE...	Supplies		339.83	112,938.56
Check	06/24/2025			Godaddy.com		Office		124.99	112,813.57
Deposit	06/26/2025				COMPLET...	Primary Ins...	276.30		113,089.87
Deposit	06/27/2025				Deposit	Other Pay...	621.06		113,710.93
Check	06/30/2025			STAPLES INC	OFFICE S...	Office		271.87	113,439.06
Check	06/30/2025			STAPLES INC	OFFICE S...	Office		141.75	113,297.31

**Key Largo Volunteer Ambulance Corp., Inc.**  
**General Ledger**  
As of June 30, 2025

**07/04/25**  
**Accrual Basis**

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Adj</u>	<u>Name</u>	<u>Memo</u>	<u>Split</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
Deposit	06/30/2025				Interest	Checking I...	38.36		113,335.67
Total Billing - Payroll -1209							166,629.81	161,422.68	113,335.67
Total Centennial Bank							166,708.95	161,422.68	184,270.59
<b>TOTAL</b>							<b>166,708.95</b>	<b>161,422.68</b>	<b>184,270.59</b>



KEY LARGO VOLUNTEER AMBULANCE CORPS  
BILLING ACCOUNT  
98600 OVERSEAS HWY  
KEY LARGO FL 33037

06/30/25  
\*\*\*\*\*1209  
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\*\*\* CHECKING \*\*\* 1358 SFL COMMUNITY C  
ACCOUNT NUMBER 0502571209  
PREVIOUS STATEMENT BALANCE AS OF 05/31/25 ..... 108,128.54  
PLUS 41 DEPOSITS AND OTHER CREDITS ..... 166,629.81  
LESS 27 CHECKS AND OTHER DEBITS ..... 161,422.68  
CURRENT STATEMENT BALANCE AS OF 06/30/25 ..... 113,335.67  
NUMBER OF DAYS IN THIS STATEMENT PERIOD 30

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**CHECKING ACCOUNT TRANSACTIONS**

DATE	DESCRIPTION	DEBITS	CREDITS
06/02	AC-AETNA AS01-HCCLAIMPMT NAME-KEY LARGO VOLUNTEER AM ID-1639178791		683.60
06/02	AC-Key Largo Volunt-Settlement NAME-PPS Ambulance Billing ID-000024091226230		1,275.66
06/03	AC-HUMANA, INC.-INS PYMT NAME-604418KEY LARGO ID-672604287001672	839.04	
06/03	AC-AETNA AFA-AFA NAME-KEY LARGO VOLUNTEER AM ID-30225	7,404.64	
06/03	CKCD DEBIT 5368 06/02 00:00 NIC FDLE CCHINE TALLAHASSEE FL	25.00	
06/04	AC-Sunshine State H-HCCLAIMPMT NAME-KEY LARGO VOLUNTEER AM		150.62
06/04	AC-CIGNA-HCCLAIMPMT NAME-/KEY LARGO VOLUNTEER A ID-591682537		773.97
06/04	AC-36 TREAS 310- MISC PAY NAME-KEY LARGO VOLUNT ID-XXXXXXXXXXXX0012		1,728.00
06/04	POS DEBIT 5368 06/03 22:56 AMAZON COM N62604HR SEATTLE WA	28.59	
06/05	AC-UMR-HCCLAIMPMT NAME-KEY LARGO VOLUNTEER AM ID-591682537		133.16
06/05	AC-ACH MEDICAID-HCCLAIMPMT NAME-KEY LARGO VOLUNTEER AM ID-114868500		302.90
06/05	AC-Preferred Care P-HCCLAIMPMT NAME-KEY LARGO VOLUNTEER AM ID-591682537		667.41
06/06	AC-Preferred Care N-HCCLAIMPMT NAME-KEY LARGO VOLUNTEER AM ID-591682537		599.50

**Centennial Bank**

KEY LARGO VOLUNTEER AMBULANCE CORPS  
BILLING ACCOUNT  
98600 OVERSEAS HWY  
KEY LARGO FL 33037

06/30/25  
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**CHECKING ACCOUNT TRANSACTIONS**

DATE	DESCRIPTION	DEBITS	CREDITS
06/06	AC-FCSO, INC.-HCCLAIMPMT NAME-KEY LARGO VOLUNTEER AM ID-1639178791		600.20
06/06	AC-INTUIT 17449474-TAX NAME-KEY LARGO VOLUNTEER AM ID-19175469	1.88	
06/06	AC-IRS-USATAXPYMT NAME-KEY LARGO VOLUNTEER AM ID-XXXXXXXXXX6547	17,512.56	
06/06	AC-KEY LARGO VOLUNT-MEDIC PR NAME-KEY LARGO VOLUNT	46,548.36	
06/09	AC-HMP-HCCLAIMPMT NAME-KEY LARGO VOLUNTEER AM ID-76878283		121.41
06/09	AC-UMR-HCCLAIMPMT NAME-KEY LARGO VOLUNTEER AM ID-591682537		152.84
06/09	AC-AETNA AS01-HCCLAIMPMT NAME-Key Largo Volunteer Am ID-1639178791		613.05
06/09	AC-HUMANA INS CO-HCCLAIMPMT NAME-KEY LARGO VOLUNTEER AM ID-76830247		918.72
06/09	DEPOSIT		36,137.86
06/09	AC- AMERICAN FUNDS-INVESTMENT NAME-KEY LARGO VOLUNTEER AM ID-IRK106984250603	3,085.16	
06/10	AC-WPS-TMEP CONTRAC-HCCLAIMPMT NAME-KEY LARGO VOLUNTEER AM ID-2514057825		153.12
06/10	AC-HUMANA INS CO-HCCLAIMPMT NAME-KEY LARGO VOLUNTEER AM ID-76923062		459.36
06/10	AC-Preferred Care N-HCCLAIMPMT NAME-KEY LARGO VOLUNTEER AM ID-591682537		533.99
06/10	AC-UnitedHealthcare-HCCLAIMPMT NAME-KEY LARGO VOLUNTEER AM ID-591682537		917.10
06/10	AC-FCSO, INC.-HCCLAIMPMT NAME-KEY LARGO VOLUNTEER AM ID-1639178791		1,083.05
06/10	AC-UnitedHealthcare-HCCLAIMPMT NAME-KEY LARGO VOLUNTEER AM ID-591682537		2,211.73

**Centennial Bank**

KEY LARGO VOLUNTEER AMBULANCE CORPS  
BILLING ACCOUNT  
98600 OVERSEAS HWY  
KEY LARGO FL 33037

06/30/25  
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**CHECKING ACCOUNT TRANSACTIONS**

DATE	DESCRIPTION	DEBITS	CREDITS
06/10	DEPOSIT		1,258.40
06/10	AC-INTUIT 03432364-TAX NAME-KEY LARGO VOLUNTEER AM ID-19175469	32.71	
06/10	AC-KEY LARGO VOLUNT-EMS VOL PR NAME-KEY LARGO VOLUNT	683.01	
06/10	AC-IRS-USATAXPYMT NAME-KEY LARGO VOLUNTEER AM ID-XXXXXXXXXX9156	2,331.23	
06/10	AC-KEY LARGO VOLUNT-EMS VOL PR NAME-KEY LARGO VOLUNT	10,541.97	
06/11	AC-UHC Community Pl-HCCLAIMPMT NAME-KEY LARGO VOLUNTEER AM ID-591682537		213.37
06/11	ANALYSIS ACTIVITY	65.29	
06/11	AC- AMERICAN FUNDS-INVESTMENT NAME-KEY LARGO VOLUNTEER AM ID-IRK106984250603	117.41	
06/11	AC-KEY LARGO VOLUNT-PPSI INV NAME-KEY LARGO VOLUNT	309.10	
06/12	AC-ACH MEDICAID-HCCLAIMPMT NAME-KEY LARGO VOLUNTEER AM ID-114868500		190.00
06/13	AC-UnitedHealthcare-HCCLAIMPMT NAME-KEY LARGO VOLUNTEER AM ID-591682537		564.23
06/13	AC-AARP Supplementa-HCCLAIMPMT NAME-KEY LARGO VOLUNTEER AM ID-591682537		804.94
06/16	AC-FCSO, INC.-HCCLAIMPMT NAME-KEY LARGO VOLUNTEER AM ID-1639178791		4,754.85
06/16	DEPOSIT		53,462.83
06/17	AC-HUMANA INS CO-HCCLAIMPMT NAME-KEY LARGO VOLUNTEER AM ID-77456109		500.11
06/17	AC-36 TREAS 310- MISC PAY NAME-KEY LARGO VOLUNT ID-XXXXXXXXXX0012		837.00
06/17	AC-Key Largo Volunt-Settlement NAME-PPS Ambulance Billing ID-000024225673702		3,094.83
06/18	AC-FCSO, INC.-HCCLAIMPMT NAME-KEY LARGO VOLUNTEER AM ID-1639178791		444.42

**Centennial Bank**

KEY LARGO VOLUNTEER AMBULANCE CORPS  
BILLING ACCOUNT  
98600 OVERSEAS HWY  
KEY LARGO FL 33037

06/30/25  
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**CHECKING ACCOUNT TRANSACTIONS**

DATE	DESCRIPTION	DEBITS	CREDITS
06/18	AC-UnitedHealthcare-HCCLAIMPMT NAME-KEY LARGO VOLUNTEER AM ID-591682537		694.58
06/18	CKCD DEBIT 5368 06/17 00:00 NIC FDLE CCHINE TALLAHASSEE FL	25.00	
06/20	AC-INTUIT 33182126-TAX NAME-KEY LARGO VOLUNTEER AM ID-19175469	12.37	
06/20	AC-IRS-USATAXPYMT NAME-KEY LARGO VOLUNTEER AM ID-XXXXXXXXXXXX6708	18,230.91	
06/20	AC-KEY LARGO VOLUNT-MEDIC PR NAME-KEY LARGO VOLUNT	50,017.18	
06/20	CKCD DEBIT 5368 06/18 00:00 PRODIGY EMS CAMBRIDGE MA	65.00	
06/20	CKCD DEBIT 5368 06/18 00:00 PRODIGY EMS CAMBRIDGE MA	65.00	
06/23	AC-HMP-HCCLAIMPMT NAME-KEY LARGO VOLUNTEER AM ID-77911648		403.48
06/23	AC-HUMANA INS CO-HCCLAIMPMT NAME-KEY LARGO VOLUNTEER AM ID-77852176		694.56
06/23	AC-Simply FL5C-HCCLAIMPMT NAME-KEY LARGO VOLUNTEER AM ID-3275015376		748.89
06/23	DEPOSIT		41,659.32
06/23	AC- AMERICAN FUNDS-INVESTMENT NAME-KEY LARGO VOLUNTEER AM ID-IRK106984250618	2,579.84	
06/23	POS DEBIT 5368 06/22 16:07 ADOBE INC ADOBE SAN JOSE CA	22.99	
06/24	AC-Key Largo Volunt-Settlement NAME-PPS Ambulance Billing ID-000024277692662		5,151.03
06/24	CKCD DEBIT 5368 06/23 00:00 DNH GODADDY 379261301 TEMPE AZ	124.99	
06/24	CKCD DEBIT 5368 06/23 00:00 FILTER KING MIAMI FL	339.83	
06/26	AC-AARP Supplementa-HCCLAIMPMT NAME-KEY LARGO VOLUNTEER AM ID-591682537		276.30
06/27	AC-Simply FL5C-HCCLAIMPMT NAME-KEY LARGO VOLUNTEER AM ID-3275575176		621.06



# Centennial Bank

KEY LARGO VOLUNTEER AMBULANCE CORPS  
BILLING ACCOUNT  
98600 OVERSEAS HWY  
KEY LARGO FL 33037

06/30/25  
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## CHECKING ACCOUNT TRANSACTIONS

DATE	DESCRIPTION	DEBITS	CREDITS
06/30	INTEREST PAYMENT		38.36
06/30	CKCD DEBIT 5368 06/28 00:00 STAPLES INC STAPLES COM MA	141.75	
06/30	CKCD DEBIT 5368 06/29 00:00 STAPLES INC STAPLES COM MA	271.87	

## BALANCE BY DATE

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
05/31	108,128.54	06/02	110,087.80	06/03	101,819.12	06/04	104,443.12
06/05	105,546.59	06/06	42,683.49	06/09	77,542.21	06/10	70,570.04
06/11	70,291.61	06/12	70,481.61	06/13	71,850.78	06/16	130,068.46
06/17	134,500.40	06/18	135,614.40	06/20	67,223.94	06/23	108,127.36
06/24	112,813.57	06/26	113,089.87	06/27	113,710.93	06/30	113,335.67

PAYER FEDERAL ID NUMBER..... 71-0009885  
INTEREST PAID YEAR TO DATE..... 302.90

**CHECKING TRANSACTION TICKET**  
C2475230A Rev. 3/22

Date: 6/9/25 Customer Name: Key Largo Volunteer Ambulance Corp

DEBIT		CREDIT	
(51) FORCE PAY DEBIT	(05) CREDIT MEMO		
(52) ACCOUNT CLOSE OUT	(36) DEPOSIT		
(55) DEBIT MEMO			

Prepared By: [Signature]  
Approved By: [Signature]  
Cash In: \_\_\_\_\_  
Less Cash: \_\_\_\_\_

Signature: \_\_\_\_\_

0502571209 36 \$ 36137.86

⑆5020⑆0275⑆0502571209⑆ 36

06/09/2025 \$36,137.86

**DEPOSIT TICKET**  
81275629

KEY LARGO VOLUNTEER AMBULANCE CORPS  
14012  
KEY LARGO, FL 33057

DATE: June 30, 2025

CURRENCY	AMOUNT	DESCRIPTION
14012	787.00	J. Martinez
14012	182.00	Cardenas
14012	471.40	Michael
14012		Wesley

Prepared By: [Signature]  
Approved By: [Signature]  
Cash In: \_\_\_\_\_  
Less Cash: \_\_\_\_\_

Signature: \_\_\_\_\_

05021⑆0275⑆0502571209⑆ 36

\$ 1,258.40

06/10/2025 \$1,258.40

**CHECKING TRANSACTION TICKET**  
C2475230A Rev. 3/22

Date: 6/16/25 Customer Name: KL Volunteer Amb.

DEBIT		CREDIT	
(51) FORCE PAY DEBIT	(05) CREDIT MEMO		
(52) ACCOUNT CLOSE OUT	(36) DEPOSIT		
(55) DEBIT MEMO			

Prepared By: [Signature]  
Approved By: [Signature]  
Cash In: \_\_\_\_\_  
Less Cash: \_\_\_\_\_

Signature: \_\_\_\_\_

0502571209 36 \$ 53,462.83

⑆5020⑆0275⑆0502571209⑆ 36

06/16/2025 \$53,462.83

**CHECKING TRANSACTION TICKET**  
C2475230A Rev. 3/22

Date: 6/23/25 Customer Name: Key Largo Volunteer Ambulance Corp

DEBIT		CREDIT	
(51) FORCE PAY DEBIT	(05) CREDIT MEMO		
(52) ACCOUNT CLOSE OUT	(36) DEPOSIT		
(55) DEBIT MEMO			

Prepared By: [Signature]  
Approved By: [Signature]  
Cash In: \_\_\_\_\_  
Less Cash: \_\_\_\_\_

Signature: @ 4:09 pm

From KL Fire Res. & Emergency  
Called and verified w/ Authority

502571209 36 \$ 41,659.32

⑆5020⑆0275⑆502571209⑆ 36

06/23/2025 \$41,659.32

## STATEMENT RECONCILIATION

WRITE US AT P.O. Box 966, Conway AR, 72033 or call 888-372-9788 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt.

We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

(3) Tell us the dollar amount of the suspected error. We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will recredit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company you can call us at 888-372-9788 to find out whether that deposit has been made.

**MONTH** \_\_\_\_\_ **20** \_\_\_\_\_

**BALANCE AS OF  
THIS STATEMENT** \$ \_\_\_\_\_

**PLUS DEPOSITS  
NOT CREDITED ON  
THIS STATEMENT (+) \$ \_\_\_\_\_**

**TOTAL** (=) \$ \_\_\_\_\_

**LESS TOTAL OF  
OUTSTANDING  
CHECKS** (-) \$ \_\_\_\_\_

**BALANCE**      (=) \$ \_\_\_\_\_

THIS SHOULD AGREE WITH YOUR CHECKBOOK BALANCE AFTER ENTERING IN YOUR CHECKBOOK ALL CHARGES, DEDUCTIONS AND INTEREST CREDITED SHOWN ON THIS STATEMENT.

USE THIS FORM  
TO BALANCE YOUR CHECKBOOK  
WITH YOUR STATEMENT

## OUTSTANDING CHECKS

## OUTSTANDING CHECKS

[illegible]

<b>NO.</b>	<b>\$</b>	
<b>TOTAL</b>	<b>\$</b>	

**IF YOUR ACCOUNT DOES NOT BALANCE, PLEASE CHECK THE FOLLOWING CAREFULLY:**

- ☐ HAVE YOU ENTERED THE AMOUNT OF EACH CHECK IN YOUR CHECKBOOK CORRECTLY?
  - ☐ HAVE YOU DOUBLE-CHECKED THE ADDITIONS AND SUBTRACTIONS IN YOUR CHECKBOOK?
  - ☐ ARE ALL DEPOSIT AMOUNTS, INCLUDING INTEREST, ENTERED IN YOUR CHECKBOOK THE SAME AS SHOWN ON THIS STATEMENT?
  - ☐ HAVE YOU BROUGHT THE CORRECT BALANCE FORWARD FROM ONE CHECKBOOK PAGE TO ANOTHER?
  - ☐ HAVE ALL CHARGES BEEN DEDUCTED FROM YOUR CHECKBOOK?
  - ☐ HAVE ALL CHECKS WRITTEN AND OTHER WITHDRAWALS BEEN DEDUCTED FROM YOUR CHECKBOOK?

**PLEASE ADVISE OF ANY CHANGES OF ADDRESS OR STATEMENT IRREGULARITY WITHIN 10 DAYS.**

**10d.**

Filter statement

Filters Days in Dispatched 6/1/25 to 6/30/25

EMS YTD

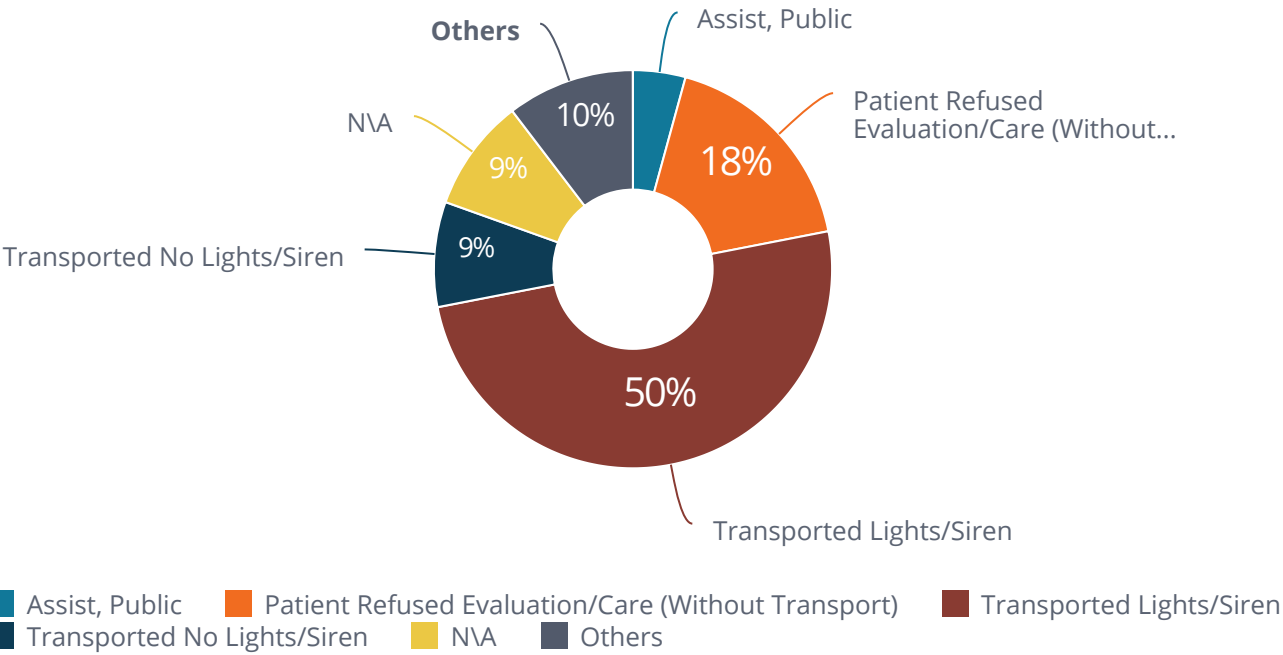
Displays year-to-date data for EMS operations and performance metrics.

Count of Incidents This Year

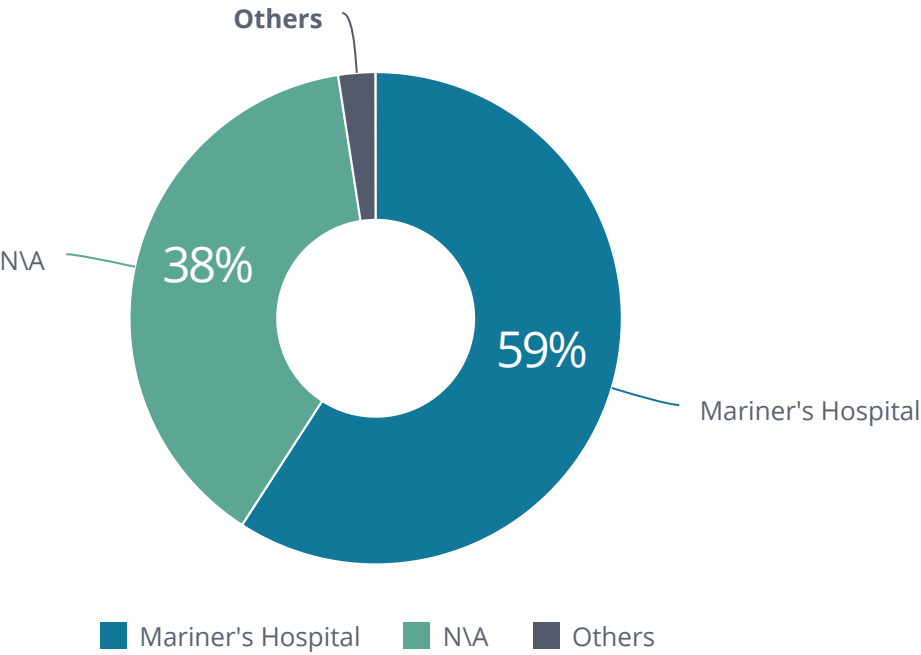
Count of Incidents

164

Calls by Disposition



Calls by Destination



**11a.**

Filters:

Is Locked: true

Alarm Date Range: 6/1/25 to 6/30/25

Is Active: true

Fire Incident Types

Count of Total Incidents

Count of Incidents  
61

Fire Calls

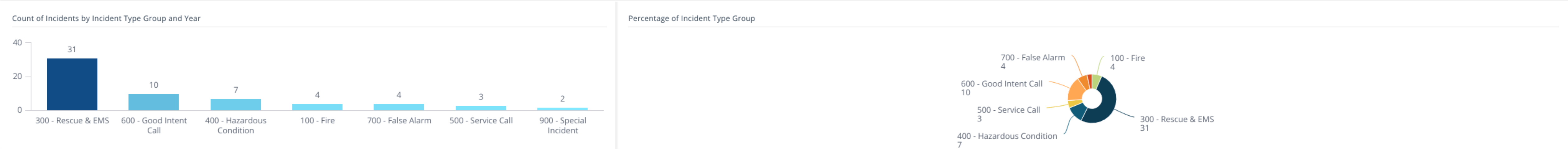
Count of Fire Calls: 4 | Percent of Fire Calls: 6.6%

EMS Calls

Count of EMS Calls: 31 | Percent of EMS Calls: 50.8%

Other Calls

Count of Other Calls: 26 | Percent of Other Calls: 42.6%



Count of Incidents by Type				
Incident Type Group	Incident Type	Incident Type Code	Count of Incidents	
			06/2025	Grand Total
100 - Fire	Building fire	111	1	1
	Forest, woods or wildland fire	141	1	1
	Passenger vehicle fire	131	1	1
	Road freight or transport vehicle fire	132	1	1
100 - Fire Total			4	4
300 - Rescue & EMS	EMS call, excluding vehicle accident with injury	321	11	11
	Medical assist, assist EMS crew	311	8	8
	Motor vehicle accident with injuries	322	7	7
	Motor vehicle accident with no injuries.	324	3	3
	Motor vehicle/pedestrian accident (MV Ped)	323	1	1
	Removal of victim(s) from stalled elevator	353	1	1
300 - Rescue & EMS Total			31	31
400 - Hazardous Condition	Accident, potential accident, other	460	1	1
	Arcing, shorted electrical equipment	445	1	1
	Building or structure weakened or collapsed	461	1	1
	Power line down	444	3	3
	Vehicle accident, general cleanup	463	1	1
400 - Hazardous Condition Total			7	7
500 - Service Call	Cover assignment, standby, moveup	571	1	1
	Public service	553	1	1
	Public service assistance, other	550	1	1
500 - Service Call Total			3	3
600 - Good Intent Call	Authorized controlled burning	631	1	1
	Dispatched & canceled en route	611	8	8
	Smoke scare, odor of smoke	651	1	1
600 - Good Intent Call Total			10	10
700 - False Alarm	Alarm system activation, no fire - unintentional	745	1	1
	Smoke detector activation, no fire - unintentional	743	3	3
700 - False Alarm Total			4	4
900 - Special Incident	Landing Zone	9001	2	2
Grand Total			61	61



# Fire Index - Incident Type Breakdown

Count of Total Incidents & Exposures

Count of Incidents

61

Count of Exposures

61

EMS/Fire Incident Breakdown

Other

26

EMS

31

Count of Incidents by Incident Type

100 - Fire

400 - Hazardous Condition

600 - Good Intent Call

900 - Special Incident

4

3

2

7

10

31

Aid Given/Received

Aid Given

12

Aid Received

49

Incident Details														Aid Given/Received
Agency FDID	Incident Number	Time in Alarm Date/Time	First Arriving Travel Time	Time in Unit Enroute Date/Time	Time in Unit Arrival Date/Time	Time in Unit Cleared Scene Date/Time	Time in Water On Fire Date/Time	Unit Total Time Dispatch to Clear	Time in Unit At Patient Date/Time	Time in Last Unit Cleared Date/Time	Alarm Count	Suppression Apparatus Count	Aid Given/Received	
38032	MCSO25CAD105613	06/29/2025 11:59:27	00h:10m:08s	06/29/2025 12:02:15	06/29/2025 12:15:17	06/29/2025 13:14:15	N/A	4,392	N/A	06/29/2025 13:15:01	0	2	EMS	
38032	MCSO25CAD91414	06/03/2025 18:37:39	00h:08m:02s	06/03/2025 18:37:39	06/03/2025 18:45:41	06/03/2025 18:55:25	N/A	1,066	N/A	06/03/2025 18:55:25	1	1	EMS	
38032	MCSO25CAD105221	06/28/2025 17:24:51	00h:00m:53s	06/28/2025 17:24:51	06/28/2025 17:25:44	06/28/2025 18:28:57	N/A	3,846	N/A	06/28/2025 18:28:57	0	1	EMS	
38032	MCSO25CAD105613	06/29/2025 11:59:27	00h:10m:08s	06/29/2025 12:04:21	06/29/2025 12:12:23	06/29/2025 13:15:01	N/A	4,299	N/A	06/29/2025 13:15:01	0	2	EMS	
38032	MCSO25CAD105636	06/29/2025 13:08:53	00h:08m:42s	06/29/2025 13:11:22	06/29/2025 13:20:04	06/29/2025 13:28:03	N/A	1,001	N/A	06/29/2025 13:28:03	0	1	EMS	
38032	MCSO25CAD098096	06/15/2025 21:16:56		N/A	N/A	06/15/2025 21:17:55	N/A	59	N/A	06/15/2025 21:17:55	0	1	EMS	
38032	MCSO25CAD104627	06/27/2025 17:32:55	00h:02m:45s	06/27/2025 17:44:33	06/27/2025 17:47:18	06/27/2025 18:57:58	N/A	4,563	N/A	06/27/2025 18:57:58	1	1	EMS	
38032	MCSO25CAD097456	06/14/2025 17:19:36	00h:04m:25s	06/14/2025 17:22:42	06/14/2025 17:27:07	06/14/2025 17:42:31	N/A	1,375	06/14/2025 17:29:10	06/14/2025 17:42:31	1	1	EMS	
38032	MCSO25CAD098464	06/16/2025 15:25:00	00h:04m:49s	06/16/2025 15:25:00	06/16/2025 15:29:49	06/16/2025 15:29:52	N/A	292	N/A	06/16/2025 15:29:52	0	1	EMS	
38032	MCSO25CAD093991	06/08/2025 10:27:31	00h:08m:54s	06/08/2025 10:27:31	06/08/2025 10:36:25	06/08/2025 10:56:22	N/A	1,731	N/A	06/08/2025 10:56:22	1	1	Fire	
38032	MCSO25CAD094975	06/10/2025 10:01:00	00h:00m:00s	06/10/2025 10:01:00	06/10/2025 10:01:00	06/10/2025 10:05:00	N/A	240	N/A	06/10/2025 10:05:00	1	1	EMS	
38032	MCSO25CAD094399	06/09/2025 08:17:27	00h:02m:15s	06/09/2025 08:19:06	06/09/2025 08:21:21	06/09/2025 08:55:35	N/A	2,233	06/09/2025 08:22:32	06/09/2025 08:55:35	0	1	EMS	
38032	MCSO25CAD093991	06/08/2025 10:27:31	00h:08m:54s	06/08/2025 10:34:35	06/08/2025 10:36:25	06/08/2025 10:56:22	N/A	1,547	N/A	06/08/2025 10:56:22	1	1	EMS	
38032	MCSO25CAD101254	06/21/2025 14:05:01	00h:00m:00s	06/21/2025 14:10:44	06/21/2025 14:10:44	06/21/2025 14:29:25	N/A	1,464	N/A	06/21/2025 14:29:25	0	1	Fire	
38032	MCSO25CAD105500	06/29/2025 07:18:41	00h:02m:40s	06/29/2025 07:19:30	06/29/2025 07:22:10	06/29/2025 07:40:15	N/A	1,294	N/A	06/29/2025 07:40:15	0	1	EMS	
38032	MCSO25CAD91443	06/03/2025 19:40:54	00h:06m:53s	06/03/2025 19:40:54	06/03/2025 19:47:47	06/03/2025 19:55:25	N/A	871	N/A	06/03/2025 19:55:25	1	1	EMS	
38032	MCSO25CAD102286	06/23/2025 12:39:43	00h:02m:11s	06/23/2025 12:42:45	06/23/2025 12:44:56	06/23/2025 12:56:18	N/A	995	06/23/2025 12:45:10	06/23/2025 12:56:18	1	1	EMS	
38032	MCSO25CAD092960	06/06/2025 11:07:41	00h:01m:50s	06/06/2025 11:08:10	06/06/2025 11:10:00	06/06/2025 11:48:52	N/A	2,471	N/A	06/06/2025 11:48:52	0	1	EMS	
38032	MCSO25CAD090794	06/02/2025 15:04:00	00h:04m:00s	06/02/2025 15:05:00	06/02/2025 15:09:00	06/02/2025 15:12:00	N/A	480	N/A	06/02/2025 15:12:00	0	1	EMS	
38032	MCSO25CAD093211	06/06/2025 20:21:09	00h:02m:33s	06/06/2025 20:21:42	06/06/2025 20:24:15	06/06/2025 20:49:00	N/A	1,671	N/A	06/06/2025 20:49:00	0	1	EMS	
38032	250616-074242-KLFD	06/16/2025 06:30:18	00h:04m:52s	06/16/2025 06:30:18	06/16/2025 06:35:10	06/16/2025 06:40:22	N/A	604	N/A	06/16/2025 06:40:22	1	1	EMS	
38032	MCSO25CAD096229	06/12/2025 15:40:04	00h:01m:00s	06/12/2025 15:41:00	06/12/2025 15:42:00	06/12/2025 15:42:00	N/A	116	N/A	06/12/2025 15:42:00	0	1	EMS	
38032	MCSO25CAD101254	06/21/2025 14:05:01	00h:00m:00s	06/21/2025 14:10:44	06/21/2025 14:10:44	06/21/2025 14:29:25	N/A	1,464	N/A	06/21/2025 14:29:25	0	1	EMS	
38032	MCSO25CAD090813	06/02/2025 15:46:42	00h:05m:04s	06/02/2025 15:46:47	06/02/2025 15:51:51	06/02/2025 16:02:00	N/A	918	N/A	06/02/2025 16:02:00	0	1	EMS	
38032	MCSO25CAD106292	06/30/2025 18:54:39	00h:01m:45s	06/30/2025 18:56:45	06/30/2025 18:58:30	06/30/2025 19:10:44	N/A	888	N/A	06/30/2025 19:10:44	0	1	EMS	
38032	MCSO25CAD090555	06/02/2025 06:22:32	00h:04m:21s	06/02/2025 06:27:05	06/02/2025 06:31:26	06/02/2025 06:39:50	N/A	1,038	06/02/2025 06:32:05	06/02/2025 06:39:50	1	1	EMS	
38032	MCSO25CAD093231	06/06/2025 20:56:49		06/06/2025 21:00:50	N/A	06/06/2025 21:00:50	N/A	230	N/A	06/06/2025 21:06:40	0	1	EMS	
38032	MCSO25CAD103087	06/24/2025 20:05:05	00h:06m:22s	06/24/2025 20:05:05	06/24/2025 20:11:27	06/24/2025 20:24:11	N/A	1,146	N/A	06/24/2025 20:24:11	0	1	EMS	
38032	MCSO25CAD100981	06/21/2025 01:30:50	00h:02m:48s	06/21/2025 01:36:00	06/21/2025 01:46:00	06/21/2025 02:38:00	N/A	3,780	N/A	06/21/2025 02:38:00	0	2	EMS	
38032	MCSO25CAD102957	06/24/2025 14:40:40	00h:06m:05s	06/24/2025 14:43:02	06/24/2025 14:49:07	06/24/2025 15:16:30	N/A	2,027	N/A	06/24/2025 15:16:30	0	1	EMS	
38032	MCSO25CAD095673	06/11/2025 15:16:17	00h:02m:31s	06/11/2025 15:22:09	06/11/2025 15:24:40	06/11/2025 15:55:00	N/A	2,122	06/11/2025 15:35:00	06/11/2025 15:55:00	01	1	EMS	
38032	MCSO25CAD098912	06/17/2025 10:26:00	00h:01m:00s	06/17/2025 10:26:00	06/17/2025 10:27:00	06/17/2025 10:45:00	N/A	1,140	N/A	06/17/2025 10:45:00	1	1	EMS	
38032	MCSO25CAD098980	06/17/2025 12:38:24	00h:02m:28s	06/17/2025 12:41:38	06/17/2025 12:44:06	06/17/2025 13:15:49	N/A	2,122	N/A	06/17/2025 13:15:49	1	1	EMS	
38032	MCSO25CAD100981	06/21/2025 01:30:50	00h:02m:48s	06/21/2025 01:31:00	06/21/2025 01:33:48	06/21/2025 02:38:00	N/A	4,030	N/A	06/21/2025 02:38:00	0	2	EMS	
38032	MCSO25CAD106279	06/30/2025 18:02:25		06/30/2025 18:02:50	N/A	06/30/2025 18:04:30	N/A	125	N/A	06/30/2025 18:04:30	0	1	EMS	
38032	MCSO25CAD097347	06/14/2025 14:15:49		06/14/2025 14:15:49	N/A	06/14/2025 14:17:00	N/A	71	N/A	06/14/2025 14:17:00	0	1	EMS	
38032	MCSO25CAD093096	06/06/2025 15:34:17		N/A	N/A	06/06/2025 15:34:34	N/A	17	N/A	06/06/2025 15:34:34	0	1	EMS	
38032	MCSO25CAD096953	06/13/2025 21:24:29	00h:01m:22s	06/13/2025 21:30:43	06/13/2025 21:32:05	06/13/2025 21:56:01	N/A	1,892	N/A	06/13/2025 21:56:0				



Filters:	Alarm Date Range: 6/1/25 to 6/30/25 Is Locked: true Is Active: true
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## Fire Incident Types



Incident Type Group	Incident Type	Incident Type Code	Count of Incidents	
			06/2025	Grand Total
100 - Fire	Building fire	111	1	1
	Forest, woods or wildland fire	141	1	1
	Passenger vehicle fire	131	1	1
	Road freight or transport vehicle fire	132	1	1
100 - Fire Total			4	4
300 - Rescue & EMS	EMS call, excluding vehicle accident with injury	321	11	11
	Medical assist, assist EMS crew	311	8	8
	Motor vehicle accident with injuries	322	7	7
	Motor vehicle accident with no injuries.	324	3	3
	Motor vehicle/pedestrian accident (MV Ped)	323	1	1
	Removal of victim(s) from stalled elevator	353	1	1
300 - Rescue & EMS Total			31	31
400 - Hazardous Condition	Accident, potential accident, other	460	1	1
	Arcing, shorted electrical equipment	445	1	1
	Building or structure weakened or collapsed	461	1	1
	Power line down	444	3	3
	Vehicle accident, general cleanup	463	1	1
400 - Hazardous Condition Total			7	7
500 - Service Call	Cover assignment, standby, moveup	571	1	1
	Public service	553	1	1
	Public service assistance, other	550	1	1
500 - Service Call Total			3	3
600 - Good Intent Call	Authorized controlled burning	631	1	1
	Dispatched & canceled en route	611	8	8
	Smoke scare, odor of smoke	651	1	1
600 - Good Intent Call Total			10	10
700 - False Alarm	Alarm system activation, no fire - unintentional	745	1	1
	Smoke detector activation, no fire - unintentional	743	3	3
700 - False Alarm Total			4	4
900 - Special Incident	Landing Zone	9001	2	2
Grand Total			61	61

Incident Number	Time in Alarm DateTime	Incident Type Code	Incident Type Group
MCSO25CAD099405	06/18/2025 09:25:16	111	100 - Fire
MCSO25CAD105613	06/29/2025 11:59:27	131	100 - Fire
MCSO25CAD101262	06/21/2025 14:25:00	132	100 - Fire
250616-074242-KLFD	06/16/2025 06:30:18	141	100 - Fire
MCSO25CAD103859	06/26/2025 09:46:30	311	300 - Rescue & EMS
MCSO25CAD091387	06/03/2025 17:00:38	311	300 - Rescue & EMS
MCSO25CAD092960	06/06/2025 11:07:41	311	300 - Rescue & EMS
MCSO25CAD103087	06/24/2025 20:05:05	311	300 - Rescue & EMS
MCSO25CAD095716	06/11/2025 16:43:25	311	300 - Rescue & EMS
MCSO25CAD105500	06/29/2025 07:18:41	311	300 - Rescue & EMS
MCSO25CAD103845	06/26/2025 09:15:40	311	300 - Rescue & EMS
MCSO25CAD093991	06/08/2025 10:27:31	311	300 - Rescue & EMS
MCSO25CAD102226	06/23/2025 11:25:55	321	300 - Rescue & EMS
MCSO25CAD106292	06/30/2025 18:54:39	321	300 - Rescue & EMS
MCSO25CAD096237	06/12/2025 15:57:05	321	300 - Rescue & EMS
MCSO25CAD103499	06/25/2025 15:19:18	321	300 - Rescue & EMS
MCSO25CAD097456	06/14/2025 17:19:36	321	300 - Rescue & EMS
MCSO25CADSO25CA...	06/09/2025 04:07:51	321	300 - Rescue & EMS
MCSO25CAD104736	06/27/2025 21:28:25	321	300 - Rescue & EMS
MCSO25CAD103870	06/26/2025 10:00:01	321	300 - Rescue & EMS
MCSO25CAD096953	06/13/2025 21:24:29	321	300 - Rescue & EMS
MCSO25CAD102286	06/23/2025 12:39:43	321	300 - Rescue & EMS
MCSO25CAD095673	06/11/2025 15:16:17	321	300 - Rescue & EMS
MCSO25CAD105163	06/28/2025 15:12:35	322	300 - Rescue & EMS
MCSO25CAD092343	06/05/2025 10:01:41	322	300 - Rescue & EMS
MCSO25CAD098980	06/17/2025 12:38:24	322	300 - Rescue & EMS
MCSO25CAD098464	06/16/2025 15:25:00	322	300 - Rescue & EMS
MCSO25CAD100981	06/21/2025 01:30:50	322	300 - Rescue & EMS
MCSO25CAD102957	06/24/2025 14:40:40	322	300 - Rescue & EMS
MCSO25CAD105636	06/29/2025 13:08:53	322	300 - Rescue & EMS
MCSO25CAD096967	06/13/2025 21:53:13	323	300 - Rescue & EMS
MCSO25CAD101254	06/21/2025 14:05:01	324	300 - Rescue & EMS
MCSO25CAD094399	06/09/2025 08:17:27	324	300 - Rescue & EMS
MCSO25CAD100596	06/20/2025 12:24:00	324	300 - Rescue & EMS
MCSO25CAD093211	06/06/2025 20:21:09	353	300 - Rescue & EMS
MCSO25CAD104627	06/27/2025 17:32:55	444	400 - Hazardous Con...
MCSO25CAD91443	06/03/2025 19:40:54	444	400 - Hazardous Con...
MCSO25CAD91414	06/03/2025 18:37:39	444	400 - Hazardous Con...
MCSO25CAD092564	06/05/2025 16:55:48	445	400 - Hazardous Con...
MCSO25CAD092502	06/05/2025 14:52:15	460	400 - Hazardous Con...
MCSO25CAD090813	06/02/2025 15:46:42	461	400 - Hazardous Con...
MCSO25CAD093170	06/06/2025 18:48:24	463	400 - Hazardous Con...
MCSO25CAD090555	06/02/2025 06:22:32	550	500 - Service Call
MCSO25CAD105221	06/28/2025 17:24:51	553	500 - Service Call
MCSO25CAD096229	06/12/2025 15:40:04	571	500 - Service Call
MCSO25CAD096863	06/13/2025 16:37:00	611	600 - Good Intent Call
MCSO25CAD097558	06/14/2025 21:44:38	611	600 - Good Intent Call
MCSO25CAD098096	06/15/2025 21:16:56	611	600 - Good Intent Call
MCSO25CAD106279	06/30/2025 18:02:25	611	600 - Good Intent Call
MCSO25CAD106273	06/30/2025 17:42:17	611	600 - Good Intent Call
MCSO25CAD093231	06/06/2025 20:56:49	611	600 - Good Intent Call
MCSO25CAD093096	06/06/2025 15:34:17	611	600 - Good Intent Call
MCSO25CAD097347	06/14/2025 14:15:49	611	600 - Good Intent Call
MCSO25CAD090546	06/02/2025 05:18:40	631	600 - Good Intent Call
MCSO25CAD095104	06/10/2025 13:09:00	651	600 - Good Intent Call
MCSO25CAD090794	06/02/2025 15:04:00	743	700 - False Alarm
MCSO25CAD098912	06/17/2025 10:26:00	743	700 - False Alarm
MCSO25CAD094975	06/10/2025 10:01:00	743	700 - False Alarm
MCSO25CAD090581	06/02/2025 07:56:36	745	700 - False Alarm
MCSO25CAD100981-LZ	06/21/2025 01:29:19	9001	900 - Special Incident
MCSO25CAD098980-LZ	06/17/2025 12:40:00	9001	900 - Special Incident

Filters:	Alarm Date Range: 6/1/25 to 6/30/25 Is Locked: true Is Active: true
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NFPA Analysis Report - Fire Incidents

Total Incidents	Civilian Injuries	Civilian Casualties	Fire Service Injuries	Fire Service Casualties
Count of Total Incidents 61	Civilian Injuries 0 Percent of Calls with Civilian Injuries 0%	Civilian Casualties 0 Percent of Calls with Civilian Casualties 0%	Fire Service Injuries 0 Percent of Calls with Fire Service Injuries 0%	Fire Service Casualties 0 Percent of Calls with Fire Service Casualties 0%

Incident Type

Incident Type Group	Incident Type Code	Incident Type	Count of Incidents
100 - Fire	111	Building fire	1
	131	Passenger vehicle fire	1
	132	Road freight or transport vehicle fire	1
	141	Forest, woods or wildland fire	1
100 - Fire Total			4
300 - Rescue & EMS	311	Medical assist, assist EMS crew	8
	321	EMS call, excluding vehicle accident with injury	11
	322	Motor vehicle accident with injuries	7
	323	Motor vehicle/pedestrian accident (MV Ped)	1
	324	Motor vehicle accident with no injuries.	3
	353	Removal of victim(s) from stalled elevator	1
300 - Rescue & EMS Total			31
400 - Hazardous Condition	444	Power line down	3
	445	Arcing, shorted electrical equipment	1
	460	Accident, potential accident, other	1
	461	Building or structure weakened or collapsed	1
	463	Vehicle accident, general cleanup	1
400 - Hazardous Condition Total			7
500 - Service Call	550	Public service assistance, other	1
	553	Public service	1
	571	Cover assignment, standby, moveup	1
500 - Service Call Total			3
600 - Good Intent Call	611	Dispatched & canceled en route	8
	631	Authorized controlled burning	1
	651	Smoke scare, odor of smoke	1

Count of Incident Type

Incident Type Group	Count of Incidents
300 - Rescue & EMS	31
600 - Good Intent Call	10
400 - Hazardous Condition	7
700 - False Alarm	4
100 - Fire	4
500 - Service Call	3
900 - Special Incident	2

Total Acres Burned	Wildland and Fire Acres Burned
Total Acres Burned: 1	Wildland Acres Burned: 1   Fire Acres Burned: #N/A

Mutual Aid

Aid Given Or Received	Incident Type Code	Incident Type	Count of Instances of Aid Given or Received
Automatic aid given	311	Medical assist, assist EMS crew	3
	321	EMS call, excluding vehicle accident	1
Automatic aid given Total			4
FKEC-1	445	Arcing, shorted electrical equipment	1
KLEMS-1	321	EMS call, excluding vehicle accident	1
Mutual aid given	131	Passenger vehicle fire	1
	311	Medical assist, assist EMS crew	2
	321	EMS call, excluding vehicle accident	1
	323	Motor vehicle/pedestrian accident	1
	571	Cover assignment, standby,	1
	611	Dispatched & canceled en route	2
Mutual aid given Total			8
Mutual aid received	111	Building fire	1
	321	EMS call, excluding vehicle accident	2
	322	Motor vehicle accident with injuries	1
	461	Building or structure weakened or	1
Mutual aid received Total			5
None	132	Road freight or transport vehicle	1
	141	Forest, woods or wildland fire	1
	311	Medical assist, assist EMS crew	3
	321	EMS call, excluding vehicle accident	6
	322	Motor vehicle accident with injuries	6
	324	Motor vehicle accident with no	3
	353	Removal of victim(s) from stalled	1
	444	Power line down	3
	460	Accident, potential accident, other	1
	463	Vehicle accident, general cleanup	1
	550	Public service assistance, other	1
	553	Public service	1
	611	Dispatched & canceled en route	6
	631	Authorized controlled burning	1
	651	Smoke scare, odor of smoke	1
	743	Smoke detector activation, no fire -	3
	745	Alarm system activation, no fire -	1
	9001	Landing Zone	2
None Total			42
Count of Instances of Aid Given or Received			61