

EXHIBIT C

FORM OF DISCLOSURE LETTER

The undersigned, as lessor, proposes to negotiate with the City of Marco Island, Florida (the "City") for the execution and delivery of the Lease Agreement, as such term is defined in a resolution adopted by the City Council of the City on July 21, 2025 (the "Resolution"). Prior to the execution and delivery of the Lease Agreement, the following information is hereby furnished to the City:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to us (the "Lessor") in connection with the execution and delivery of the Lease Agreement (any such fees and expenses to be paid by the City):

None

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Lessor in connection with the execution and delivery of the Lease Agreement to any person not regularly employed or retained by the Lessor (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes, as amended), except as specifically enumerated as expenses to be incurred by the Lessor, as set forth in paragraph (1) above.

(b) No person has entered into an understanding with the Lessor, or to the knowledge of the Lessor, with the City, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the City and the Lessor or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Lessor.

3. The amount of the upfront fee or spread expected to be realized by the Lessor is \$0.

4. The management fee to be charged by the Lessor is \$0.

5. Truth-in-Bonding Statement:

The Lease Agreement is being executed and delivered to lease-purchase finance the acquisition of the Equipment, as such term is defined in the Resolution.

The City obligation under the Lease Agreement is payable from lawful funds of the City, subject to annual appropriation, in the manner and to the extent described in the Lease Agreement. Execution and delivery of the Lease Agreement is estimated to result in a maximum of \$682,157.55 of revenues of the City not being available to finance the other services of the City in each year for approximately 15 years.

6. The name and address of the Lessor is as follows:

Banc of America Public Capital Corp
11333 McCormick Road
Hunt Valley II
Mail Code: MD5-03-07-05
Hunt Valley, MD 21031
Attention: Contract Administration

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Letter on behalf of the Lessor this 1st day of August, 2025.

BANC OF AMERICA PUBLIC CAPITAL CORP

By: _____

Name:

Title: