TOSHIBA

BUSINESS SOLUTIONS

New Mexico

FMV LEASE AGREEMENT

San Antonio, Texas 78217

Phone: 210.357.2600 Fax: 210.357.2630

TOSHIBA

FINANCIAL SERVICES

Texas

This document is written in	Dist. E. H. S. S.								
Financial Services. Every at	Plain English." The words Lesse empt has been made to eliminate	e, you, and your refer to e confusing language to	the customer. The words Lesso	or, we, us and our refer to 7		APPLICATION NUM	MBER	AGREEMEN	IT NUMB
CUSTOMER C	ONTACT INFOR	MATION	create a simple, easy-to-read do	cument.	- Calling				
Legal Company Name:		MATION							
	WEBB COUNTY		Fed. Tax ID #;	74-60015872					
Contact Person:	PURCHASING-ACCT	TS PAYABLE	Bill-To Phone:	(956) 500 440-					
Billing Address:	1110 WASHINGTON	STREET OUT		(956) 523-4125 		Bill-To Fax;	(956) 5	23-5010	
Equipment Location:	ENGINEERING DEPART		O1 City, State-Zip:	LAREDO, TEXAS	78040				
(if different from above):	1620 SANTA URSULA 2	MENT ND FLOOR	City, State-Zip:	LAREDO, TEXAS 780	140				
DEALER INFO	RMATION								
Dealer Contact Name:	CHRISTOPHER YANE	 S							
TEM DESCRIP				Branch Location;	LAREDO,	TEXAS			
OSHIBA DIGITAL						MODEL N	0	OFF	
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LESSEE INFORMATION Full Legal Name WEBB COUNTY DBA Name (If Any) Billing Address 1110 WASHINGTON STREET, SUITE 101 Phone (956) 523-4125 City LAREDO Country USA State TX Zip 78040

f not same as	above)	ENGINE	ERING, 1620 SANTA	Men a son		
ity	LARE	DO Country	USA	State		
QUANTITY	MODEL NO.	EQUIPMENT DESCRIPTION (ATTACH SCHEOULE IF NECESSARY)	- <u> </u>		TX Zip	78040
1	E-STUDIO 856	TOSHIBA DIGITAL COPIER	QUANTITY	MODEL NO.	EQUIPMENT DESCRIPTION (AT	TACH SCHEDULE IF NECESSARY
	 		·	┽	 	

The above described WEBB COUNTY ("Lessee") warrants that is has funds available to pay rents ("Lease Payments") until the end of its current appropriation period. In the event its legislative body or funding authority does not to Lessor, effective 60 day after the giving of such notice or upon the exhaustion of the funding authorized for the then current appropriation period, whichever is later, return the Equipment to Lessor, at Lessee's expense; and thereupon, be released of its Lessor as provided for in the above described Lease ("Lease"), (2) the foregoing notice states the failure of the legislative body payment of all amounts then due to Lessor under the Lease.

In the event Lessee returns the Equipment pursuant to the terms of this Addendum, Lessor shall retain all sums paid hereunder by Lessee, including the Security Deposit (if any) specified in the Lease.

If the provisions of this Addendum are utilized by Lessee, Lessee agrees not to purchase, lease or rent any other functionally similar equipment for the balance of the Lease term following Lessee's exercise of its termination rights hereunder.

This Addendum will not be construed so as to permit the Lessee to terminate the Lease in order to acquire any other equipment or obtain funds directly or indirectly to perform essentially the same application for which the Equipment is intended.

	LESSEE SIGNA	TURE
Signature X		
(MUST	BE SIGNED BY AUTHORIZED AGENT, REPRESENTATIVE (OR OFFICER OF CONTRACT
Print Name	DANNY	VALDEZ
Title	WEBB COUNTY JUDGE	VALUEZ
For		Date
	WEBB, COUNTY OF	Name of Government Entity
	ACCEPTED DV 4	
	ACCEPTED BY LE	SSOR ————
Signature X		
itie		
or		Date
OI		Legal Name of Corporation of Partners

Addendum

To

Lease Agreement Between Toshiba Financial Services, Inc. and Webb County, Texas Concerning Toshiba E-Studio 856 Digital Copier For the Webb County Engineering Department

BETWEEN:

Webb County ("Lessee") 1000 Houston Street Laredo, Texas 78040

AND

Toshiba Financial Services, Inc. ("Lessor") 10231 Kotzebue San Antonio, Texas 78217

Now therefore, the parties agree to modify, delete and/or include the following terms and conditions in the above referenced "Lease Agreement. The following provisions and covenants supersede prior negotiations, representations or agreements, either written or oral, and where there is a conflict between provisions of this addendum and the provisions set forth in the Standard Form "FMV Lease Agreement" (2 pages) between Webb County, Texas, and Toshiba Business Solutions of Texas, or any other Contract Documents, the provisions set forth herein shall supersede and have full force and effect and become a part of the above referenced contract for all intent and purposes.

LEASE AGREEMENT TERM AND CONDITIONS PROVISIONS

- 1. The language dealing with "Personal Guaranty" on page one (1) of the Standard Lease Document ("FMV Lease Agreement) is deleted in its entirety.
- 2. The last sentence of the paragraph of the Terms and Conditions entitled "Lease Commencement" is deleted in its entirety and replaced by:

"Pursuant to section 2251.021, Texas Government Code, a payment by a governmental entity is overdue on the 3lst day after payment is due and pursuant to section 2251.025, Texas Government Code, an overdue payment bears interest at the rate of one (1) percent and the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday."

Page I of 3 Addendum to FMV Lease Agreement indemnifying, holding or saving harmless for any reason whatsoever are hereby deleted."

7. Paragraph number twenty-two (22) of the Term and Conditions entitled "Governing Law" is deleted in its entirety and replaced with:

"Both parties agree to waive all right to a jury trial. This Master Agreement and each schedule shall be governed and construed according to the laws of the State of Texas. Jurisdiction and venue for any action or claim arising out of the Master Agreement shall be in the Federal and/or State Courts of Webb County, Texas"

8. Webb County does and shall not waive or relinquish any immunity or defense on behalf of itself, its commissioners, offices, employees and agents as a result of the execution of this Agreement and performance of the functions and obligations described herein.

WITNESS OUR HANDS effective the	day of	, 2014.
WEBB COUNTY:	TOSHIBA FINANCIA	L SERVICES, INC.
Danny Valdez, Webb County Judge ATTESTED:	By:Representative	
Margie Ramirez Ibarra Webb County Clerk APPROVED AS TO FORM:		
Marco A. Montemayor		

Marco A. Montemayor Webb County Attorney*

*By law, the County Attorney's office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).