TOSHIBA **BUSINESS SOLUTIONS**

New Mexico

FMV LEASE AGREEMENT

10231 Kotzebue

San Antonio, Texas 78217

Phone: 210.357.2600 Fax: 210.357.2630

TOSHIBA

FINANCIAL SERVICES

Texas

APPLICATION NUMBER	AGREEMENT NUMBER

		words Lessee, you, and your refer to the cust de to eliminate confusing language to create a s			oa .				
CUSTOMER C	ONTACT	INFORMATION							
Legal Company Name:	WEBB CO	DUNTY	Fed. Tax ID#:	74-60015872					
Contact Person:	PURCHAS	SING-ACCTS PAYABLE	Bill-To Phone:	(956) 523-4125		Bill-T	o Fax: (956)	523-5010	· -
Billing Address:	1110 WAS	SHINGTON STREET, SUITE 101	City, State-Zip:	LAREDO, TEXAS 7	8040				÷
Equipment Location: (if different from above):		INTY PLANNING IINGTON STREET, SUITE 302	City, State-Zip:	LAREDO, TEXAS 78040)				
DEALER INFO	RMATION								
Dealer Contact Name:	CHRISTO	PHER YANES		Branch Location:	LAREDO	, TEXAS			
ITEM DESCRIP	TION					MOD	EL NO.	SERIA	AL NO.
TOSHIBA DIGITAL	COLOR CO	OPIER				E-STUD	O 6570CT		
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TEXAS DIR CONTI	RACT #DIR-	SDD-1686							
See attached f	form (Sched	ule "A") for Additional Equipmer	nt			•		<u>.l</u>	
LEACE TERM	P DAVAG	NT COUEDINE							
Number of Payments:	S PAYME 48	of \$ 347.07	(plus applicable tower)	Lease payment period	is monthly oth	ierwise indicate	. End-of-Lease	Options: You v	vill have the
Security Deposit:	\$		(plus applicable taxes)	following options at the event of default under	end of your o	riginal term, pro	vided the Lease		
Documentation Fee:		- Received		Purchase the Equip Return Equipment	空間 阿拉斯特 化水质等级 有原则	建物产品完全的企业 。1000年代	3. 数数数据数据数据 (图·数 24.05)	:85 e	
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THIS IS A N	ONCANCE	ELABLE / IRREVOCABLE /	AGREEMENT.	THIS AGREEMEN 	NT CANN	OT BE CAI	NCELLED C	OR TERMINA	ATED.
LESSOR ACCE	EPTANCE								
Toshiba Financia	Services	Signature: X				Title:		Date:	
CUSTOMER A	CCEPTAN	ICE							
Name:	DANNY VALDE	Z Signature: X				Title: WE	B COUNTY JU	JDGE Date:	·
PERSONAL GU	JARANTY	<i>'</i>							
against the lessee or the E default by lessee or the un extensions or modification hereunder. The obligations by lessee in the event the	Equipment or ent ndersigned. The s granted to us s of the undersign undersigned mu	ndersigned jointly and severally uncondition force any other remedy before proceeding undersigned walves notice of acceptance and the release and/or compromise of an ned shall continue even if the lessee becon st pay us. This is a continuing Guaranty at d by or for the benefit of any assignee or su	against the undersigned thereof and of all other y obligations of lessee hes insolvent or bankrup nd shall not be discharg	d. The undersigned agrees r notices or demands of ar or any other obligors and get or is discharged from banged or affected by death of	to pay all reason by kind to which guarantors with kruptcy, and the the undersigne	onable attorney's h the undersigne rout in any way r e undersigned ag d, shall bind the	fees and other ex d may be entitled eleasing the under rees not to seek to heirs, administrato	openses incurred b i. The undersigned ersigned from his o to be repaid ors, representatives	by us by reason of consents to any or her obligations s, successors and
Print Name of 1st Guaranto	or: 	N/A	Sign	ature: X N/A				Date:	Na
Print Name of 2nd Guarant	tor:	N/A	Sign	ature: X N/A				Date:	N/A
ACCEPTANCE	OF DELI	VERY							
You certify that all the Equ	inment listed sho		d inctallation have been	fully completed and are est	iefoeten, Eusth	or all conditions	and tarms of this	Agreement house b	sen reviewed and

acknowledged. Upon your signing below, your promises here will be irrevocable and unconditional in all respects

Signature: X

DANNY VALDEZ

WEBB COUNTY JUDGE Date:

Title:

ATTEST:

Margie Ramirez Ibarra Webb County Clerk

APPROVED AS TO FORM:

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).

Addendum

To

Lease Agreement Between Toshiba Financial Services, Inc. and Webb County, Texas Concerning Toshiba E-Studio 6570CT Digital Color Copier For the Webb County Planning 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."

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	AL SERVICES, INC.
Danny Valdez, Webb County Judge	By:Representative	
ATTESTED:		
Margie Ramirez Ibarra Webb County Clerk		
APPROVED AS TO FORM:		
Marca A Mantamayor	<u> </u>	

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).

FISCAL FUNDING ADDENDUM

Full Logal Name		WEBB COUNTY	DBA Name (If Any)			
Full Legal Name _ Billing Address		1110 WASHINGTON STR	 ` ''		Pho	ne (956) 523-4125
City LAREDO		Country USA		State TX	Zip	78040
		FOURIE	NT INFORMATION	- -		
Equipment Locatio			NT INFORMATION B COUNTY PLANNIN	G DEPARTME!	 NT	
(If not same as above) City LAREDO Country USA State TX Zip						
QUANTITY	MODEL NO.	EQUIPMENT DESCRIPTION (ATTACH SCHEDULE IF NECESSARY)	QUANTITY	MODEL NO.	EQUIPMENT DESCR	RIPTION (ATTACH SCHEDULE IF NECESSARY)
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	6570CT		- <u></u>			
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In the eaunder by If the potionally sin	event Lesse Lessee, incorovisions of milar equipo	nen due to Lessor under the Lease te returns the Equipment pursuar sluding the Security Deposit (if any of this Addendum are utilized by ment for the balance of the Lease till not be construed so as to permit a directly or indirectly to perform e	nt to the terms of specified in the Lessee, Lessee term following Le	Lease. agrees not ssee's exerc terminate th	to purchase se of its term se Lease in o	e, lease or rent any othe nination rights hereunder. order to acquire any othe
				LESSEE SIGNATURE		
			Signature X (MUST BE SIG	NED BY AUTHORIZED AGEN	r, REPRESENTATIVE OR OF	FICER OF GOVERNMENT ENTITY)
			Title	VEBB COUNTY		Date
			For	WEBB, COUN	TY OF	
				WEBB, COUN		Name of Government Entity
					PTED BY LES	Name of Government Entity
				—— ACCE	PTED BY LES	Name of Government Entity