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

UMBER AGREEMENT NUMBER

This document is written in "Pla Financial Services, Every atter						oa 				
CUSTOMER CO	NTACT	INFORMATIO	ON		*****					
Legal Company Name:	WEBB CO	NTY		Fed. Tax ID #:	74-60015872					
Contact Person:	PURCHAS	SING-ACCTS PAY	ABLE	Bill-To Phone:	(956) 523-4125		Bill-	To Fax: (956)	523-5010	
Billing Address:	1110 WAS	HINGTON STREE	ET, SUITE 101	City, State-Zip:	LAREDO, TEXAS 7	78040				
Equipment Location: (if different from above):	WEBB COU 102 SIERRA	INTY HEADSTART A VISTA		City, State-Zip:	LAREDO, TEXAS 7804	0 *				
DEALER INFOR	MATION									
Dealer Contact Name:	CHRISTO	PHER YANES			Branch Location:	LAREDO	, TEXAS			
ITEM DESCRIPT	ΓΙΟΝ						MOD	EL NO.	SERI	AL NO.
TOSHIBA DIGITAL	COPIER						E-ST	UDIO 457		
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					. ,				N.	
TEXAS DIR CONTR	ACT #DIR-	SDD-1686								
See attached for	orm (Schedu	ule "A") for Addi	tional Equipmer	nt					-	
LEASE TERM &	PAYME	NT SCHEDU	I F							
Number of Payments:	36	of \$	113.37	(plus applicable taxes)	Lease payment period					
Security Deposit:	\$	- 🗆	Received		_ following options at th event of default under	the Lease has	occurred and	is continuing.		led early and no
Documentation Fee:	\$75.00 (inclu	ided in First Invoice)	· · · · · · · · · · · · · · · · · · ·		1. Purchase the Equipment at Fair Market Value - 2. Renew the Lease 3. Return Equipment					
THIS IS A NO	ONCANCE	ELABLE / IRR	EVOCABLE .	AGREEMENT.	THIS AGREEME	NT CANN	OT BE CA	NCELLED (OR TERMIN	ATED.
			5							
LESSOR ACCE										
Toshiba Financial		Signature: X					Title:		Date:	
CUSTOMER AC	CEPTAN		14 11 11 11 11 11 11 11 11 11 11 11 11 11 11 11							<u> </u>
	DANNY VALDE	i	ature: X	V v			Title: WE	EBB COUNTY J	JDGE Date:	
PERSONAL GU To induce us to enter into the						lue of all lossoo	'a abligations to	us upder the Lean	10/o will not be r	oguired to proceed
against the lessee or the Ed	quipment or enf	force any other remed	ly before proceeding	against the undersigne	d. The undersigned agree	s to pay all reas	onable attorney	's fees and other e	kpenses incurred	by us by reason of
default by lessee or the un extensions or modifications										
hereunder. The obligations (by lessee in the event the t										es, successors and
assigns of undersigned, and										
Print Name of 1st Guaranton	r: 		N/A	Sign	ature: X N/A				Date:	Na
Print Name of 2nd Guaranto	or:		N/A	Sign	ature: X N/A				Date:	N/A
ACCEPTANCE	OF DELI	VERY								
You certify that all the Equip acknowledged. Upon your si						atisfactory. Furti	her, all condition	s and terms of this	Agreement have	been reviewed and

WEBB COUNTY JUDGE Date:

Title:

DANNY VALDEZ

Signature: X

FISCAL FUNDING ADDENDUM

			LESS		,			
Full Legal Name		WEBB COL		DBA Name (If A	ny)		Phone	(956) 523-4125
Billing Address		1111		STREET, SUITE 101	State TX		Zip 78040	
City LAREDO			Country USA					
			FOLIDE	MENT INFORMATIO	N			
Equipment Location								
(If not same as abo			WEBI	B COUNTY HEADSTA	RT - 102 SIERF	A VISTA		
City	LARE	:DO	Country	USA	State	TX		78046
QUANTITY	MODEL NO.	MODEL NO. EQUIPMENT DESCRIPTION (ATTACH SCHEDUL		RY) QUANTI	Y MODEL NO	EQUIPMEN	IT DESCRIPTION (ATTA	ACH SCHEDULE IF NECESSARY)
1	E-STUDIO 457	TOSHIBA	DIGITAL COPIER					
								pay rents ("Lease
mont of all	ithority to a	opropriate the	cribed Lease (" necessary fun	ds as reason for				ipment is returned to the legislative body is accompanied by
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yment of all in the e reunder by If the p nctionally si	ithority to a l amounts the event Lesse Lessee, inco provisions of imilar equipa	appropriate the nen due to Less ee returns the lolluding the Sector this Addendrant for the ba	necessary fun for under the Le Equipment pursurity Deposit (if um are utilized lance of the Lea	Lease), (2) the loads as reason for ease. Suant to the terms any) specified in to the terms any specified in the lease term following permit the Lesses arm essentially the	cancellation of this Add ne Lease. see agrees the concern agrees of the concern agree of the	endum, Le not to purc ercise of its e the Lease ation for wh	the notice ssor shall chase, lead termination e in order ich the Eq	retain all sums pa se or rent any other rights hereunder to acquire any other rights hereunder to acquire any other rights hereunder to acquire any other rights hereunder covernment is intended.
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Addendum

To

Lease Agreement Between Toshiba Financial Services, Inc. and Webb County, Texas Concerning Toshiba E-Studio 457 Digital Copier For the Webb County Head Start (Sierra Vista)

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 FINANCIAL SI	ERVICES, INC.
Danny Valdez, Webb County Judge	By:	
	Representative	•
ATTESTED:		
Margie Ramirez Ibarra Webb County Clerk		
APPROVED AS TO FORM:		
	•	

Marco A. Montemayor Webb County Attorney*

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*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).