TOSHIBA

BUSINESS SOLUTIONS

DANNY VALDEZ

Signature: X

Name:

TSF - 30.10

New Mexico

FMV LEASE AGREEMENT

10231 Kotzebue

San Antonio, Texas 78217

Phone: 210.357.2600 Fax: 210.357.2630 **TOSHIBA**

FINANCIAL SERVICES

Texas

IVEW MEXICO

This document is written in *Plain English.* The words Lessee, you, and your refer to the customer. The words Lessor, we, us and our refer to Toshiba

APPLICATION NUMBER

Title:

WEBB COUNTY JUDGE Date 9-23-14

DEALER FMV LEASE AGREEMENT-GENERIC / 051606

AGREEMENT NUMBER

25309773

Financial Services. Every atte	mpt has been made to eliminate confusing language to create a	simple, easy-to-read docum	nent.			00001	
CUSTOMER CO	ONTACT INFORMATION						
Legal Company Name:	WEBB COUNTY	Fed. Tax ID#:	74-60015872				
Contact Person:	PURCHASING-ACCTS PAYABLE	Bill-To Phone:	(956) 523-4125		Bill-To Fax: (956	5) 523-5010	
Billing Address:	1110 WASHINGTON STREET, SUITE 101	City, State-Zip:	LAREDO, TEXAS	78040			
Equipment Location: (if different from above):	WEBB COUNTY PLANNING 1110 WASHINGTON STREET, SUITE 302	City, State-Zip:	LAREDO, TEXAS 7804	40			
DEALER INFO	CONTRACTOR OF THE CONTRACTOR O				A STATE OF THE STA		
Dealer Contact Name:	CHRISTOPHER YANES		Branch Location:	LAREDO, TEX	(AS		
ITEM DESCRIP	TION			1	MODEL NO.	SERIA	L NO.
TOSHIBA DIGITAL	COLOR COPIER				E-STUDIO 6570CT	SCSHI	13795
						11/11	
TEXAS DIR CONTR	RACT #DIR-SDD-1686						
See attached f	orm (Schedule "A") for Additional Equipme	ent					
LEASE TERM) PAYMENT COLLEGE	Same and the state of the state		NOVID III EN			
	PAYMENT SCHEDULE		Lease payment perior	d is monthly otherwis	se indicated. End-of-Lea	se Options: You w	vill have the
Number of Payments:	48 of \$ 347.07	(plus applicable taxes)	following options at th	e end of your origina	il term, provided the Leasured and is continuing.		
Security Deposit:	\$ - Received		1. Purchase the Equi	pment at Fair Marke	t Value - 2. Renew the	Lease	
Documentation Fee:	\$75.00 (included in First Invoice)		3. Return Equipment				
THIS IS A N	ONCANCELABLE / IRREVOCABLE	AGREEMENT.	THIS AGREEME	NT CANNOT	BE CANCELLED	OR TERMINA	ATED.
LESSOR ACCE	PTANCE						
Toshiba Financial	Services Signature: X	102	EI	Title:	FA	Date: 10	28.14
CUSTOMER AC	CCEPTANCE				CONTRACTOR	SECTION	OF MICH.
Name:	DANNY VALDEZ Signature: X	emmo	DX -	Title:	WEBB COUNTY	JUDGE Date: 9	25-14
PERSONAL GU			The Court	Market Fig.		A COLOR	
	his Lease, the undersigned jointly and severally uncondition quipment or enforce any other remedy before proceeding						
default by lessee or the un	ndersigned. The undersigned waives notice of acceptance granted to us and the release and/or compromise of a	ce hereof and of all other	notices or demands of a	any kind to which the	undersigned may be entitle	ed. The undersigned	consents to an
hereunder. The obligations	of the undersigned shall continue even if the lessee beco	mes insolvent or bankrup	t or is discharged from ba	nkruptcy, and the unde	ersigned agrees not to seel	k to be repaid	
	undersigned must pay us. This is a continuing Guaranty is i may be enforced by or for the benefit of any assignee or s						
Print Name of 1st Guaranto	r. N/A	Signa	ature: X N/A			Date:	Na
Print Name of 2nd Guaranto	or. N/A	Signa	ature: X N/A			Date:	N/A
ACCEPTANCE	OF DELIVERY					A Charles	Valley missel
	pment listed above has been furnished and that deliver a		fully completed and are sa	atisfactory. Further, all	conditions and terms of thi	s Agreement have be	en reviewed and
acknowledged. Upon your si	igning below, your promises here will be irrevocable and un	conditional in all respects.					

ATTEST:

Margie Ramirez Ibarra Webb County Clerk SONERS COUNTY TEXT

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).

FISCAL FUNDING ADDENDUM

II Legal Name		WEBB 0	OUNTY	DBA Name (If A	ny)			
Billing Address 1110 WASHINGTON STREET, SUITE 101				Phone (956)		(956) 523-4125		
ity LAREDO	0		Country USA		State TX		Zip 78040	ŭ.
quipment Locati not same as at			WEBE	COUNTY PLANN	and the control of		NOCAS .	
	LAR	EDO	Country	USA	State	TX	Zip	78040
ifu				11 14 112			_11 /31	
Lity						74.50.000.00	ENT DESCRIPTION (AT)	TACH SCHEDULE IF NECESSARY)
QUANTITY	MODEL NO	EQUIPMENT DESCRIPT	ION (ATTACH SCHEDULE IF NECESSARY)	QUANTITY	MODEL NO	EQUIPM	EIII BEGGINI 71971 (11)	
	E-STUDIO	1000 1000 1000 1000 1000 1000 1000 100	ON (ATTACH SCHEDULE IF NECESSARY)	QUANTITY	MODEL NO	EQUIPM	Em Beddin Harry	
- Company of the Comp		TOSHIBA D		QUANTITY	MODEL NO	EQUIPM		

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 appropriate funds to be paid to Lessor for the above described Equipment ("Equipment"), Lessee may, upon prior written notice 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 obligation to make all rental payments (Lease Payments) to Lessor due thereafter, provided: (1) The Equipment is returned to Lessor as provided for in the above described Lease ("Lease"), (2) the foregoing notice states the failure of the legislative body or funding authority to appropriate the necessary funds as reason for cancellation, and (3) the notice is accompanied by 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 SIGNAT	UKE
Signature X	deung !	s/
(MUST)	BE SIGNED BY AUTHORIZED AGENT, REPRESENTATIVE OF	ROFFICER OF GOVERNMENT ENTITY)
Print Name	DANNY VALDEZ	
Title	WEBB COUNTY JUDGE	Date 9-23-14

ACCEP	IED BT LESSOR —
(, 6 , 2	2 4
Signature X	2 70 1/
Title FA	Date 10-28-14
For <u>05309773</u>	Legal Name of Corporation of Partnership

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."

Page I of 3 Addendum to FMV Lease Agreement 3. Paragraph number nine (9) of Terms and Conditions entitled "Taxes and Lease Charges" is deleted in its entirety and replaced with:

"Lessor and Lessee agree that Webb County is a corporate and political body under the laws of the State of Texas and Webb County claims exemption from sales and use taxes under Texas Tax Code Ann. §151.309, as Amended. Webb County shall provide to Lessor Exemption Certificates, upon request. Lessor and Lessee further agree that Lessee shall pay no personal property taxes or similar taxes and governmental charges associated with the ownership, possession or use of the equipment, subject to this agreement, which Lessor is required to pay, nor reimburse Lessor for any such charges."

4. Paragraph number ten (10) of the Terms and Conditions entitled "Indemnity" is deleted in its entirety and replaced by:

"Lessor is not responsible for any loss or injuries caused by the installation or use of the Equipment. Lessor and Lessee agree that under the Texas Constitution, Article III, Section 52(a); Article VIII, Section 3, Article XI, Section 3, and Article XI, Section 7, and laws of the State of Texas, Lessee, Webb County, Texas cannot enter into an Agreement whereby Lessee agrees to indemnify or hold harmless any other party; therefore, all references of any kind to indemnifying holding or saving harmless for any reason whatsoever are hereby deleted."

5. Paragraph number twenty (20) of the Terms and Conditions entitled "Personal Property Tax (PPT)" is deleted in its entirety and replaced by:

"Lessor and Lessee agree that Webb County is a corporate and political body under the laws of the State of Texas and Webb County claims exemption from sales and use taxes under Texas Tax Code Ann. §151.309, as Amended. Webb County shall provide to Lessor Exemption Certificates, upon request. Lessor and Lessee further agree that Lessee shall pay no personal property taxes or similar taxes and governmental charges associated with the ownership, possession or use of the equipment, subject to this agreement, which Lessor is required to pay, nor reimburse Lessor for any such charges."

6. Paragraph number twenty-two (21) of the Terms and Conditions entitled "Tax Indemnity" is deleted in its entirety and replaced with:

"Lessor and Lessee agree that under the Texas Constitution, Article III, Section 52(a); Article VIII, Section 3, Article XI, Section 3, and Article XI, Section 7, and laws of the State of Texas, Lessee, Webb County, Texas cannot enter into an Agreement whereby Lessee agrees to

Page 2 of 3
Addendum to FMV Lease Agreement
aces of any kind to

Indemnify any other party; therefore, all references of any kind to

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 SERVICES, INC.

Danny Valdez, Webb County Judge

Representative

WILLIAM STORY

ATTESTED:

Margie Ramirez Ibarra

Webb County Clerk

APPROYED AS TO FO

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).

Page 3 of 3 Addendum to FMV Lease Agreement ATTEST:

Margie Ramirez Ibarra

Webb County Clerk

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