

This counterpart original of this agreement is not Chattel paper. The counterpart original which constitutes Chattel paper is held by owner.

# TOSHIBA

## BUSINESS SOLUTIONS

### LEASE WITH MAINTENANCE AGREEMENT

# TOSHIBA

FINANCIAL SERVICES

The words Lessee, you, and your refer to the customer. The words Lessor, we, us and our refer to Toshiba Financial Services. The Toshiba Equipment is covered by the terms of the Toshiba Quality Commitment, a copy of which may be obtained from your Toshiba Business Solutions (TBS) provider. We own the Equipment (excluding software) and you have the right to use it under the terms of this Lease.

APPLICATION NUMBER

AGREEMENT NUMBER

1349798

#### CUSTOMER CONTACT INFORMATION

Legal Company Name:	WEBB COUNTY	Fed/Tax ID#	74-60015872
Contact Person:	BUSINESS OFFICE - ACCTS PAYABLE	Bill-To Phone:	(956) 523-4090
		Bill-To Fax:	
Billing Address:	1110 WASHINGTON STREET, SUITE 203	City, State-Zip:	LAREDO, TEXAS 78040
Equipment Location: (if different from above)	WEBB COUNTY MEALS ON WHEELS 1310 CONVENT STREET	City, State-Zip:	LAREDO, TEXAS 78040

#### TBS LOCATION

Contact Name:	CHRISTOPHER YANES	Subsidiary Location:	LAREDO, TEXAS
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#### EQUIPMENT WITH CONSOLIDATED MINIMUMS

ITEM DESCRIPTION	SERIAL NUMBER	STARTING METER
1. TOSHIBA E-STUDIO 2508A DIGITAL COPIER		
2.		
3. TEXAS DIR CONTRACT #DIR-TSO-3042		

#### LEASE TERM & PAYMENT SCHEDULE

Number of Payments:	30	of \$	120.99	* Security Deposit:	<input type="checkbox"/> Received	(plus applicable taxes)
Payment includes:	6,000 / YR	B&W Images Per Month - Excess Images at	\$0.00860	Per B&W Image	<b>End-of-Lease Options:</b> You will have the following options at the end of your original term, provided the Lease has not terminated early and no event of default under the Lease has occurred and is continuing. 1. Purchase the Equipment at Fair Market Value 2. Renew the Lease per section 16 3. Return Equipment	
Payment includes:		Color Images Per Month - Excess Images at		Per Color Image		
Payment includes:	NO CHARGE	Scan Images Per Month - Excess Images at	NO CHARGE	Per Scan Image		
Payment includes:		Black Print Images Per Month - Excess Images at		Per Black Print Image		
Payment includes:		Color Print Images Per Month - Excess Images at		Per Color Print Image		
Excess Images Billed:	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly	Lease payment period is monthly unless otherwise indicated.				
Documentation Fee:	\$75.00 (included in First Invoice)	<input type="checkbox"/> See Attached form (Schedule "A") for Additional Equipment				

\* Security Deposit: The security deposit is non interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you in, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions are fully completed with and provided you have not ever been in default of the Agreement in the Default section, the security deposit will be refunded to you after the return of the equipment in accordance with the Return of Equipment section.

**THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED.**

#### LESSOR ACCEPTANCE

Toshiba Financial Services	Signature: X <i>Heister Ward</i>	Title:	Date: 5/17/18
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#### CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your electronic signature below shall constitute an enforceable and original signature for all purposes. This Lease may be executed in counterparts. The executed counterpart which has Lessor's original signature and/or is in Lessor's possession shall constitute chattel paper as that term is defined in the Uniform Commercial Code ("UCC") and shall constitute the original agreement for all purposes, including, without limitation, (i) any hearing, trial or proceeding with respect to this Lease, and (ii) any determination as to which version of this Lease constitutes the single true original item of chattel paper under the UCC. If Lessee signs and transmits this Lease to Lessor by facsimile or other electronic transmission, the transmitted copy, upon execution by Lessor, shall be binding upon the parties. Lessee agrees that the facsimile or other electronic transmission of this Lease manually signed by Lessor, when attached to the facsimile or other electronic copy signed by Lessee, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. Without limiting and subject to the foregoing, the parties further agree that, for purposes of executing this Lease, (a) a document signed and transmitted by facsimile or other electronic transmission shall be treated as an original document, (b) the signature of any party on such document shall be considered as an original signature, (c) the document transmitted shall have the same effect as a counterpart thereof containing original signatures, and (d) at the request of Lessor, Lessee, who executed this Lease and transmitted its signature by facsimile or other electronic transmission shall provide the counterpart of this Lease containing Lessee's original manual signature to Lessor. No party may raise as a defense to the enforcement of this Lease that a facsimile or other electronic transmission was used to transmit any signature of a party to this Lease.

Print Name:	TANO E. TIJERINA	Signature: X <i>[Signature]</i>	Title:	WEBB COUNTY JUDGE	Date:
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#### PERSONAL GUARANTY

To induce us to enter into this Lease and any supplement, the undersigned jointly and severally unconditionally guarantees to us the prompt payment when due of all lessee's obligations to us under the Lease and any supplement. We will not be required to proceed against the lessee or the Equipment or enforce any other remedy before proceeding against the undersigned. The undersigned agrees to pay all reasonable attorney's fees and other expenses incurred by us by reason of default by lessee or the undersigned. The undersigned waives notice of acceptance hereof and of all other notices or demands of any kind to which the undersigned may be entitled. The undersigned consents to any extensions or modification granted to us and the release and/or compromise of any obligations of lessee or any other obligors and guarantors without in any way releasing the undersigned from his or her obligations hereunder. The obligations of the undersigned shall continue even if the lessee becomes insolvent or bankrupt or is discharged from bankruptcy, and the undersigned agrees not to seek to be repaid by lessee in the event the undersigned must pay us. This is a continuing Guaranty and shall not be discharged or affected by death of the undersigned, shall bind the heirs, administrators, representatives, successors and assigns of undersigned, and may be enforced by or for the benefit of any assignee or successor of us. The undersigned and we waive insofar as permitted by law any trial by jury for any action between the parties. You hereby acknowledge and agree that your electronic signature below shall constitute an enforceable and original signature for all purposes. By providing a telephone number for a cellular phone or other wireless service, you are expressly consenting to receiving communication (for NON-Marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from lessor and its affiliates and agents. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls. The calls and messages may incur fees from your cellular provider.

Print Name of 1st Guarantor:	N/A	Signature: X	N/A	Date:	N/A
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# TERMS AND CONDITIONS

- 1. Lease Agreement:** You agree to lease from us the equipment described under "ITEM DESCRIPTION" and on any attached Schedule (hereinafter, with all replacement parts, repairs, additions and accessories, referred to as the "Equipment") and as modified by Supplements to this Lease from time to time signed by you and us. You authorize us to insert or correct missing information on this Lease, including your accurate legal name, serial numbers and any other information describing the Equipment. You authorize us to change the amount of each lease payment by not more than 15% due to changes in the equipment configuration which may occur prior to our acceptance of this lease or adjustments to reflect applicable sales taxes. We will send you copies of any changes. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignees or third parties having an economic interest in this Lease or the Equipment. Toshiba Financial Services (TFS) is not responsible for service or maintenance of the equipment and are not party to any service maintenance agreement.
- 2. Lease Commencement:** This Lease will commence upon your acceptance of the applicable Equipment. When you receive the Equipment, you agree to inspect it and verify your acceptance by telephone or, at our request, by delivery of written evidence of acceptance satisfactory to us. Upon acceptance, your obligations under this Lease will become absolute and unconditional, and are not subject to cancellation, reduction or setoff for any reason whatsoever. All payments will be made to us in accordance with the applicable Schedule at our address or at such other place as we may designate in writing. You agree to pay an Interim rent payment equal to 1/30th of the monthly rental, multiplied by the number of days between rent commencement date and the date of the beginning of the first rental period. For any payment that is not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or \$22 (not to exceed the maximum allowed by law) as reasonable collection costs.
- 3. Image Charges:** Each month during the Term of this Lease, you agree to remit to us the Lease Payment and all other sums when due and payable to the address we provide to you from time to time. In return for the Lease payment, you are entitled to produce the Minimum Number of Images for each applicable Image type each month. You also agree to pay us the Excess per Image Charge for each metered Image that exceeds the applicable Minimum Number of Images. We reserve the right to estimate the number of images used if you do not provide us with meter readings within seven days of request. We will adjust the estimated charge for excess images upon receipt of actual meter readings. Notwithstanding any adjustments, you will never remit to us less than the Minimum Payment each month. You agree that we reserve the right to increase the lease Payment and/or the Excess per Image Charge each year during the Term of the Schedule by a amount not to exceed ten percent (10%) of the Lease payment and/or the Excess per Image Charge in effect at the end of the prior annual period. At our option, you will (a) provide meter readings via an automated website when requested by us. We may charge a fee to recover the cost of meter collections if meters are requested but not submitted through the automated website. (b) Provide us by telephone or facsimile the actual meter readings when requested by us. (c) Allow us (or our agent) access to the equipment to obtain meter readings. (d) Allow us (or our agent) to attach an automatic meter reading device to the Equipment. We may audit the automatic meter reading device periodically. If you have a dispute with TBS, you continue to pay us all Lease payments and Excess per Image Charges without deductions or withholding deductions.
- 4. WARRANTY DISCLAIMER:** WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABILITY. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT AND TBS BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. YOU LEASE THE EQUIPMENT "AS IS". NO REPRESENTATION OR WARRANTY OF TBS WITH RESPECT TO THE EQUIPMENT WILL BIND US, NOR WILL ANY BREACH THEREOF RELIEVE YOU OF ANY OF YOUR OBLIGATIONS HEREUNDER. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS LEASE.
- 5. Statutory Finance Lease:** You agree that this Lease qualifies as a statutory finance lease under Article 2A of the Uniform Commercial Code. To the extent you are permitted by applicable law, you waive all rights and remedies conferred upon a lessee by Article 2A (sections 508-522) of the Uniform Commercial Code.
- 6. Security Interest:** You authorize us to file a financing statement with respect to the equipment. If this Lease is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all your obligations under this Lease.
- 7. Use Maintenance and Repair of Equipment:** YOU WILL USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. You will not move the Equipment from the equipment location listed on the schedule without our advance written consent. You will give us reasonable access to the Equipment so that we can check the Equipment's existence, condition and proper maintenance. At your cost, you will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. You will not make any permanent alterations to the Equipment. You will keep the Equipment free and clear of all liens. You assign to us all of your rights, but none of your obligations, under any purchase agreement for the Equipment. We assign to you all our rights under any TBS warranties, so long as you are not in default.
- 8. Taxes and Lease Charges:** You agree to pay all taxes, costs and expenses incurred by us as a consequence of the ownership, sale, lease or use of the Equipment, including all sales, use and documentary stamp taxes. Any fee charged under this Agreement may include a profit and is subject to applicable taxes.
- 9. Indemnity:** You will indemnify and hold us harmless from any and all liability, damages, losses or injuries including reasonable attorney's fees, arising out of the ownership, use, condition or possession of the Equipment, except to the extent directly caused by our gross negligence or willful misconduct. We reserve the right to control the defense and to select or approve defense counsel. This indemnity will survive the termination of this Lease.
- 10. Risk or Loss; Insurance:** You are responsible for risk of loss or for any destruction of or damage to the equipment. No such loss or damage shall relieve you from the payment obligations under this Lease. You agree to keep the Equipment fully insured against loss until this Lease is paid in full and to have us and our assigns named as loss payee. You also agree to maintain public liability insurance covering both personal injury and property damage and you shall name us and our assigns as additional insured. Upon request, you agree to provide us certificates or evidence of insurance acceptable to us. If you do not provide evidence of acceptable insurance, (a) we have the right but no obligation to obtain insurance covering our interest (and only our interest) in the Equipment for the Lease term, and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time. You will be required to pay us an additional amount each month for the insurance and administrative fee. The cost may be more than the cost of obtaining your own insurance and we may make a profit. You agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims, or (b) we may waive the insurance requirement and charge you a monthly property damage surcharge in the amount of .0035 of the total stream of payments to cover our credit risk, administrative costs and other costs and in which we may make a profit. Once an acceptable certificate or evidence of insurance is submitted, any such fees will be discontinued. If any of the Equipment is lost, stolen or damaged you will at your option and cost, either (a) repair the item or replace the item with a comparable item reasonably acceptable to us, or (b) pay us the sum set forth in the Remedies section.
- 11. Right to Perform:** If you fail to comply with any provision of this Lease, we may, at our option, perform such obligations on your behalf. Upon invoice you will reimburse us for all costs incurred by us to perform such obligations.
- 12. Representations:** (a) You represent and warrant to us that (1) you have the lawful power and authority to enter into this Lease, and (2) the individuals signing this Lease have been duly authorized to do so on your behalf, (3) you will provide us such financial information as we may reasonably request from time to time, (4) all financial information provided (or to be provided) is (or will be) accurate and complete in all material respects, (5) you will promptly notify us in writing if you move your principal place of business or there is a change in your name state of formation, or ownership, and (6) you will take any action we reasonably request to protect our rights in the Equipment. (b) We represent and warrant to you that (1) we have the lawful power and authority to enter into this Lease, and (2) the individuals signing this Lease have been duly authorized to do so on our behalf.
- 13. Default:** You will be in default under this Lease if: (a) we do not receive any payment due under that Lease within ten (10) days after its due date, (b) you fail to meet any of your obligations in the Lease (other than payment obligations) and do not correct such default within 10 days after we send you written notice of such default, (c) you become insolvent, are liquidated or dissolved, merge, transfer a material portion of your ownership interest or assets, stop doing business, or assign rights or property for the benefit of creditors, (d) a petition is filed by or against you under any bankruptcy or insolvency law, (e) any representation made by you is false or misleading in any material respect, or (f) you default on any other agreement with us or our assigns.
- 14. Remedies:** If you are in default, we may, at our option, do any or all of the following: (a) retain your security deposit, if any, (b) terminate this Lease, (c) require that you pay, as compensation for loss of our bargain and not as a penalty, the sum of (1) all amounts due and payable by you or accrued under this Lease, plus (2) the present value of all remaining payments to become due under this Lease (discounted at 6% or the lowest rate allowed by law), and (3) (i) the amount of any purchase option and, if none is specified, 20% of the original equipment cost, which represents our anticipated residual value in the Equipment or (ii) return the Equipment to a location designated by us and pay to us the excess, if any, of the amount payable under clause 3(i) above over the Fair Market Value of the returned Equipment as determined by us in our reasonable discretion, (d) recover interest on any unpaid balance at the rate of 4% per annum, and (e) exercise any other remedies available to us at law or in equity. You agree to pay our reasonable attorney's fees and actual court costs including any cost of appeal. If we have to take possession of the Equipment, you agree to pay the cost of repossession and we may sell or re-ent the equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You may remain liable for any deficiency with any excess being retained by us.
- 15. Purchase Option:** At the end of the Term provided you are not in default, and upon 30 days prior written notice from you, you will either (a) return all the Equipment, or (b) purchase all the Equipment as is, without any warranty to condition, value or title for the Fair Market Value of the Equipment, as determined by us in our reasonable discretion plus applicable sales and other taxes.
- 16. Automatic Renewal:** This Lease will automatically renew on a month-to-month basis after the Term unless cancelled by either party upon 30 days prior written notice, and you shall pay us the same lease payments and lease charges as applied during the Term (and be subject to the terms and conditions of this Lease) until the Equipment is returned to us or you pay us the applicable purchase price (and taxes).
- 17. Return of Equipment:** If (a) a default occurs, or (b) you do not purchase the Equipment at the end of the Term pursuant to a stated purchase option, you will immediately return the equipment to any location(s) we may designate in the continental United States. The Equipment must be returned in "Average Saleable Condition" and properly packed for shipment in accordance with our recommendations or specifications, freight prepaid and insured. "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party, other than you, without the need for any repair or refurbishment. All Equipment must be free of markings. You will pay us for any missing or defective parts or accessories.
- 18. Assignment:** We may, without your consent, assign or transfer any Equipment or this Lease, or any rights arising under this Lease, and in such event our assignee or transferee will have the rights, power, privileges and remedies of lessor hereunder, but none of the obligations. Upon such assignment you agree not to assert, as against our assignee, any defense, setoff, recoupment, claim or counterclaim that you may have against us. You will not assign, transfer or sublease this Lease or any rights thereunder or any Equipment subject to this Lease without our prior written consent.
- 19. Personal Property Tax (PPT):** You agree at our discretion to (a) reimburse us annually for all personal property and similar taxes associated with the ownership, possession or use of the Equipment or (b) remit to us each billing period our estimate of the prorated equivalent of such taxes. You agree to pay us an administrative fee for the processing of such taxes.
- 20. Tax Indemnity:** You agree to indemnify us for the loss of any income tax benefit caused by your acts or omissions inconsistent with our entitlement to certain tax benefits as owner of the Equipment.
- 21. Governing Law:** BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. This Agreement and any supplement shall be deemed fully executed and performed in the state of Lessor or its Assignee's principal place of business and shall be governed by and construed in accordance with its laws. If the Lessor or its Assignee shall bring any judicial proceeding in relation to any matter arising under this Agreement, you irrevocably agree that any such matter may be adjudged or determined in any court or courts in the state of the Lessor or its Assignee's principal place of business, or in any court or courts of your state of residence, or in any other court having jurisdiction over you or your assets, all at the sole election of the Lessor or its Assignee. You hereby irrevocably submit generally and unconditionally to the jurisdiction of any such court so elected by Lessor or its Assignee in relation to such matters.
- 22. Miscellaneous:** This Lease contains the entire agreement between you and us and may not be modified except as provided therein or in writing signed by you and us. We will not accept payment in cash. If you so request, and we permit the early termination of this Lease, you agree to pay a fee for such privilege. Notices must be in writing and will be deemed given five days after mailing to you or our mailing address. If a court finds any provision of this Lease to be unenforceable, all other terms of that Lease will remain in effect and enforceable. You agree that any delay or failure to enforce our rights under this Lease do not prevent us from enforcing any rights at a later time. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Time is of the essence. You agree that a facsimile copy of the Lease with facsimile signatures may be treated as an original and will be admissible as evidence of the Lease. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, the manufacturer or supplier of the Equipment. It is the Lessee's sole and exclusive responsibility to assure that all data from all disk drives or magnetic media are erased of any lessee data and information.
- 23. TBS OBLIGATIONS FOR MAINTENANCE AND SUPPLIES**
  - a. TBS agrees to provide full service maintenance** including toner, developer and parts necessary to produce an image. TBS will provide inspections as required, which may be made in conjunction with regular or emergency service calls. If service is provided at time other than during TBS's normal business hours is furnished upon your request, you will be charged at TBS's customary rates. TBS will not be obligated to provide service for repairs made necessary by carelessness of the operator, accident, misuse (including failure to follow the manufacturer's published operating manual) abuse, neglect, theft, riot, vandalism, lightning, electrical power failure, fire, water, or other casualty, or to repairs made necessary as a result of service by personnel not authorized by TBS or the use of supplies other than those provided by TBS. Separate charges for repairs or parts replacement due to the foregoing shall be borne by you.
  - b. Except as provided below, TBS will replace all covered parts, consumables and supply items without charge.** You agree to replace any parts, consumables and supply item as a result of carelessness on the part of the operator, accident, misuse (including failure to follow the manufacturer's published operating manual) abuse, neglect, theft, riot, vandalism, lightning, electrical power failure, fire, water, or other casualty.
  - c. If you are in default under this Lease, TBS has the right to deny performing any service and/or supplying any products.**
  - d. Under this Lease, TBS's liability with respect to any property damage or injury (including death) to persons arising out of or connected with service performed under this Lease is strictly limited to that imposed by law and there is no contract imposing any greater degree of liability.**
  - e. Title to all supplies furnished hereunder including toner and toner bags remains with TBS until you consume said supplies to the extent they may not be further utilized in the image making process.** We may charge you a supply freight fee to cover the cost of shipping supplies. You agree to use the supplies provided at "no charge" on the Equipment. You will not take designated supplies from Equipment to be used in any other equipment not covered by this Agreement. You must purchase paper and staples separately.
  - f. Stated supply item yields represent 100% of manufacturer stated yields based on standard "letter size" copies with 6% image coverage.** At the end of each annual billing period or billing cycle, you will be billed for any toner used in excess of that required based on yields stated above.

This counterparty + original of this agreement is not a hatched paper. The counterpart original which consists of Chastel Paper is held by winner.

his counter part original of this agreement is not Chattel Paper. The counter part original which consists of this Chattel Paper is held by owner

\$1.00 PURCHASE OPTION

**TOSHIBA**

FINANCIAL SERVICES

ADDENDUM To Contract No. \_\_\_\_\_ between Toshiba Financial Services, Owner  
And **Webb, County of** \_\_\_\_\_, Customer  
(Full Legal Name of Customer)

Provided the lease has not terminated early, Customer shall have the following options at the end of the original term.

**BUY:** Purchase the equipment for \$1.00.

OR

**RETURN:** Return the equipment per the lease agreement.

**NOTE: SIGNATURE MUST BE SAME AS ON THE LEASE AGREEMENT.**

**OWNER ACCEPTANCE**

Toshiba Financial Services      SIGNATURE: *[Signature]*      TITLE:      DATE: 5/22/18

**CUSTOMER ACCEPTANCE**

Webb, County of      SIGNATURE: *[Signature]*      TITLE: WEBB COUNTY JUDGE      DATE:

This counter-part original of this agreement is not Chattel Paper. The counter-part original which constitutes Chattel Paper is held by [unclear]

**FISCAL FUNDING ADDENDUM**

**LESSEE INFORMATION**

Full Legal Name WEBB COUNTY DBA Name (If Any) \_\_\_\_\_  
 Billing Address 1110 WASHINGTON STREET, SUITE 203 Phone (956) 523-4090  
 City LAREDO Country USA State TX Zip 78040

**EQUIPMENT INFORMATION**

Equipment Location (If not same as above) WEBB COUNTY MEALS ON WHEELS  
 City LAREDO Country USA State TX Zip 78040

QUANTITY	MODEL NO.	EQUIPMENT DESCRIPTION (ATTACH SCHEDULE IF NECESSARY)
1	ES2508A	TOSHIBA DIGITAL SYSTEM

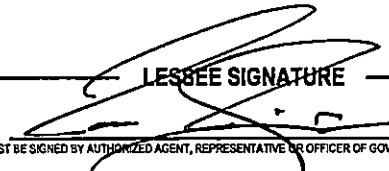
The above described WEBB COUNTY ("Lessee") warrants that it has funds available to pay rents ("Lease Payments") until the end of its current appropriation period. In the event its legislative body or funding authority does not appropriate funds to be paid to Lessor for the above described Equipment ("Equipment"), 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.

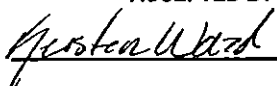
If the provisions of this Addendum are utilized by Lessee, Lessee agrees not to purchase, lease or rent any other functionally similar equipment for the balance of the Lease term following Lessee's exercise of its termination rights hereunder.

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 SIGNATURE**

Signature X   
(MUST BE SIGNED BY AUTHORIZED AGENT, REPRESENTATIVE OR OFFICER OF GOVERNMENT ENTITY)  
 Print Name TANO E. TIJERINA  
 Title WEBB COUNTY JUDGE Date \_\_\_\_\_  
 For WEBB COUNTY Name of Government Entity

**ACCEPTED BY LESSOR**

Signature X   
 Title \_\_\_\_\_ Date 5/22/18  
 For \_\_\_\_\_ Legal Name of Corporation or Partnership

SUP107

vs counterpart original of this agreement is not on hotel paper. The counterpart original which constitutes a hotel paper is held by owner.

**Addendum  
To  
Lease with Maintenance Agreement Between  
Toshiba Business of Texas and Webb County  
For Webb County**

An Agreement made on this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

BETWEEN:

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

*Passed and approved by the Webb County  
Commissioners Court on March 26, 2018; item no. 6e.*

AND

Service Provider:  
Toshiba Business Solutions ("Lessor")  
14607 San Pedro Avenue, Suite 120  
San Antonio, Texas 78232

Now therefore, the parties agree to modify, delete and/or include the following Terms and Conditions in the above referenced "Lease with Maintenance 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 "Lease with Maintenance Agreement" (3 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 purpose.

**LEASE WITH MAINTENANCE AGREEMENT  
TERM AND CONDITIONS PROVISIONS**

1. Paragraph number three (3) of the Terms and Conditions entitled "Image Charges" is deleted in its entirety.
2. Paragraph number eight (8) of the 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 Taxes 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 charge"

This counterparty + original of this agreement is not Chattel paper. The counterparty original which constitutes Chattel paper is held by one

- 3. Paragraph number seventeen (17) of the Terms and Conditions entitled "Return of Equipment" is deleted in its entirety and replaced with:

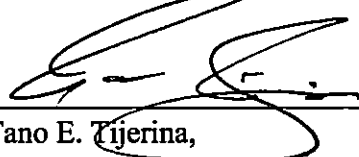
"If Webb County does not purchase the equipment at the end of the term, the equipment will be returned at the expense of Toshiba "Lessor" to a location designated by Lessor."

- 4. Paragraph number twenty-one (21) of the Terms and Conditions entitled "Governing Law" is deleted in its entirety and replaced by:

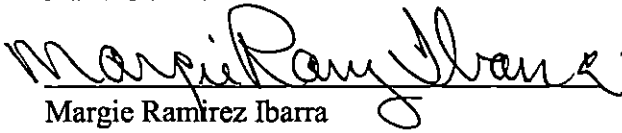
"BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. This agreement shall be governed and construed according to the laws of the State of Texas. Jurisdiction and venue for any action or claim arising out of this agreement shall be in the Federal and/or State courts of Webb County, Texas."

- 5. 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.

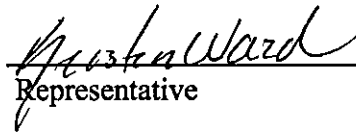
**WEBB COUNTY:**

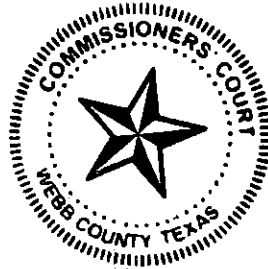
  
 Tano E. Tijerina,  
 Webb County Judge

**ATTESTED:**

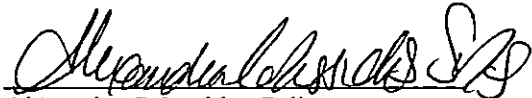
  
 Margie Ramirez Ibarra  
 Webb County Clerk

**TOSHIBA FINANCIAL SERVICES**

  
 Representative



**APPROVED AS TO FORM:**

  
 Alexandra Colessides-Solis  
 Webb County Civil Legal Division Director

\*By law, this 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)."

Passed and approved by the Webb County Commissioners Court on March 26, 2018; Item no. 6e.

# TOSHIBA

## BUSINESS SOLUTIONS

REMOVAL REPORT

# RR-1.0.0

CUSTOMER NUMBER

REMOVAL DATE

Sales Representative: CHRISTOPHER YANES

This document must be completed and signed by both the customer and a Toshiba Business Solutions (TBS) representative prior to any removal and disposition of equipment from the customer's premises. Removals associated with the sale of equipment by TBS must reference this form on the Sales Order.

### REMOVE EQUIPMENT FROM

Customer Name: <b>WEBB COUNTY</b>				Contact: <b>ACCTS PAYABLE</b>		
Address: <b>1110 WASHINGTON STREET #203</b>				Phone #: <b>(956) 523-4090 Ext.</b>	Fax #: <b>(956) 523-4016</b>	
City: <b>LAREDO</b>		State: <b>TX</b>	Zip: <b>78040</b>	eMail: <b>apinvoices@webbcountytx.gov</b>		
ID #	Manufacturer	Model	Serial Number	Lease#	Leasing Co	Address/Location
73119	KYOCERA	3010i	L75470274	7767033-005	WELLS FARGO	WEBB COUNTY MEALS ON WHEELS 1310 CONVENT STREET LAREDO, TEXAS
-	-	-	-	-	-	-
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Special Instructions:

**REASON FOR REMOVAL**

**CUSTOMER OWNED TRADE-IN**  
 The customer representative signed below attests that the above equipment is owned by the customer and is free and clear of any liens or encumbrances. Upon completion of the associated sale, the title and ownership of this equipment is transferred to TBS.

**LEASE RETURN -- (Lease Buy-Out / Trade-Up to be Returned to the Leasing Company)**  
 To be paid by TBS to the Leasing Company.  
 To be paid by TBS to the Customer, who will pay the Leasing Company. Amount: \_\_\_\_\_  
 To be paid by the Customer directly to the Leasing Company.

**LEASE TRADE-IN -- (Lease Buy-Out / Trade-Up to TBS: Traded into TBS)**  
 To be paid by TBS to the Leasing Company.  
 To be paid by TBS to the Customer, who will pay the Leasing Company. Amount: \_\_\_\_\_  
 To be paid by the Customer directly to the Leasing Company.  
 The customer representative signed below acknowledges that said equipment is leased from the above named Leasing Company and that the remittance and disposition, as indicated above, of said equipment and its condition will fulfill its contractual obligations under the lease. If not, the customer assumes any remaining liability with the Leasing Company. The customer's terms of shipment to the Leasing Company are F.O.B. destination (i.e. the Leasing Company). **If the equipment cannot be returned until the end of the lease term, the customer must notify the Leasing Company in writing in accordance to the terms of the agreement prior to the end of the lease term. It is the responsibility of the customer to return the equipment as specified by the leasing company. Failure to follow this disposition process will result in an automatic renewal of the lease agreement as specified in the original lease terms.**

**INSPECT / REPAIR / REFURBISH AND RETURN TO CUSTOMER**  
 The customer representative signed below acknowledges that this above equipment is being removed at their request by TBS. A written estimate and authorization by the customer for required inspection and repairs must be signed separately by the customer and a TBS representative. Upon completion of the agreed work, the equipment will be returned to the customer by TBS.

**OTHER**

**ACCEPTANCE**

Customer: <b>WEBB COUNTY</b>		Toshiba Business Solutions TX	
Printed Name: <b>Tano E. Tijerina</b>	Signature: <i>[Signature]</i>	Date: <b>4-5-12</b>	
Signature: <i>[Signature]</i>	Sales Rep: <b>CHRISTOPHER YANES</b>	Delivery Rep:	
Title: <b>Webb County Judge</b>	Date: <b>04/05/18</b>		

03/30/2018  
County Of Webb  
Ste 203 1110 Washington St  
Laredo, TX - 78040  
ATTN: County Of Webb  
PHONE: (956) 523 - 4399  
FAX: (000) - 000 - 0000

**\*\*\* IMPORTANT \*\*\***  
**Please attach a copy of this letter to the inside and outside of each box.**

**Re: End of Lease Return**

Account number: : 7767033005

Item	Schedule	Model	Serial or ID Number	Description
0001	005	3010I	L75470274	KYOCERA COPIER RADF, STAND,

Dear County Of Webb,

The equipment return instructions that you requested for the above lease are provided below. Please note that the return of the equipment is subject to the specific provisions set forth in your lease agreement. If the terms of this letter contradict the terms of the lease agreement, you must return the equipment in accordance with the terms of the lease agreement. **Return of the equipment will not relieve you of any financial obligations that may be due and payable under the terms of your lease.** If you have questions regarding any of the following, please call:

- Return of your equipment or equipment discrepancies listed on this return letter (exact match is required for return) – (877) 227-5679
- Buyout, Billing and/or Customer Service- 888-652-2279

Warehouse Return Address:

- All Leasing Services - CA  
9701 Research Dr.  
Irvine, CA - 92618  
Tony Lambert  
8667273750

**If you need assistance transporting the equipment, please feel free to contact one of the following independent transportation companies who have agreed to offer competitive shipping rates at a discount from their standard rates: TTR Shipping, Inc. at 888-333-6865 or or Specialized Transportation, Inc. at 866-657-3569 While we (the equipment owner and lessor) have no affiliation with any of these transportation companies, we have the right to receive and retain referral fees from them in consideration of our customer referrals.**

Packing, Freight Charges, and Shipping:

- It is your responsibility to pack the equipment in accordance with the manufacturer's guidelines. If assistance or guidance is required, please contact the warehouse.
- Freight charges must be prepaid. Any collect or COD shipments will be refused, possibly resulting in additional charges. Shipment by a company specializing in the air ride transportation of electronic goods is highly recommended to avoid damage to the equipment.

Continuation of Lease Billing:

- **You will continue to be invoiced for lease payments until the equipment is received at the designated location and identified as yours.** Please include a copy of this letter and a list of the equipment with each box returned.

Missing / Damaged / Insurance:

- All equipment listed on the lease agreement must be returned including but not limited to hardware, software (discs), cables, cords, accessories, and manuals. If the equipment listed on the lease agreement is not returned, fees may be charged as specified in your lease agreement.



- All equipment will be inspected and tested upon receipt to verify proper working condition. You are responsible for any and all damage to the equipment during shipment.
- It is your responsibility to insure the equipment for loss or damage while in transit. You are responsible for filing any insurance claims should the equipment be damaged during transit. The equipment should be insured in an amount equal to \$1,227.64.

**IMPORTANT NOTICE REGARDING DATA SECURITY**

**YOU ARE SOLELY RESPONSIBLE FOR SECURELY REMOVING ANY DATA THAT MAY BE STORED ON THE DISK DRIVES OR OTHER STORAGE OR MEMORY MEDIA ("STORAGE MEDIA") OF THE EQUIPMENT YOU RETURN. FAILURE TO SECURELY REMOVE ALL DATA FROM THE STORAGE MEDIA MAY SUBJECT YOU TO (1) GOVERNMENT ACTION FOR FAILURE TO FOLLOW APPLICABLE PRIVACY LAWS AND REGULATIONS AND/OR (2) LIABILITY TO THIRD PARTIES FOR THE DISCLOSURE OR FAILURE TO SAFEGUARD DATA.**

You are also solely responsible for selecting an appropriate data removal and sanitization standard that meets your business needs. Although we note, for your consideration, the Department of Defense (DoD) 5220.22M standard, which is a widely accepted method of expunging data from magnetic media, we are not recommending any particular standard. Regardless of which standard you choose, you must return the equipment in full working order (which include all factory installed software and hard drives), as required by your lease.

If you have question regarding how to securely remove your data or if you have contracted with a service provider, pursuant to the lease referenced above or a separate service or maintenance agreement, to securely remove your data or to replace the hard drives of the equipment, you must contact such provider to arrange data removal or hard drive replacement before you return the equipment.

We are not liable for damages arising from your failure to securely remove any data. By returning the equipment to us, you certify to us that all data has been securely removed from the Storage Media of the equipment, release us from any liability with respect thereto, and agree to hold us harmless from and against all claims arising out of your failure to securely remove data.

Sincerely,  
Financial Services Remarketing

- All equipment will be inspected and tested upon receipt to verify proper working condition. You are responsible for any and all damage to the equipment during shipment.
- **It is your responsibility to insure the equipment for loss or damage while in transit. You are responsible for filing any insurance claims should the equipment be damaged during transit.** The equipment should be insured in an amount equal to \$1,227.64.

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We are not liable for damages arising from your failure to securely remove any data. By returning the equipment to us, you certify to us that all data has been securely removed from the Storage Media of the equipment, release us from any liability with respect thereto, and agree to hold us harmless from and against all claims arising out of your failure to securely remove data.

Sincerely,  
Financial Services Remarketing

# TOSHIBA

**BUSINESS SOLUTIONS**

9803 Sterling Loop # 140  
Laredo, TX 78041  
(800) 292-1151

March 28, 2018

To: Webb County  
1310 Convent Street  
Laredo, TX 78040

RE: Lease Equipment Return Agreement  
Model: KYOCERA 3010i

Serial: L75470274

To Whom It May Concern:

Toshiba Business Solutions assumes the responsibility for the return of the equipment as agreed. However, it is the responsibility of **Webb County** to acquire the lease equipment return instructions and promptly provide them to Toshiba Business Solutions. Toshiba Business Solutions cannot pick up the current equipment until these return instructions are received.

Toshiba Business Solutions, (USA) cannot be held liable for any additional lease liabilities owed by the customer.

We look forward to a long relationship of serving you as our valued customer. Thank you for your time and attention in this matter. If you have any questions, please contact Christopher Yanes directly at 800-292-1151 ext 258.

X 

Mark Vickery  
Controller

X 

Webb County

Title: Tano E. Tijerina, Webb County Judge

Date: April 5, 2018