# **COSHIB BUSINESS SOLUTIONS**

### LEASE WITH MAINTENANCE AGREEMENT

FINANCIAL SERVICES

The words 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 service provider. We own the Equipment, as defined below, (excluding software) and you have the right to use it under the terms of this Agreement.

APPLICATION NUMBER AGREEMENT NUMBER 1579483

CUSTOMER CONTACT INFORMATION		
Legal Company Name: Webb, County Of		Fed. Tax ID#: 74-60015872
Contact Person: Accounts Payable	Bill-To Phone: (956) 523-4090	Bill-To Fax:
Billing Address: 1110 WASHINGTON ST Suite 203	City, State - Zip: LAREDO, TX 780	40-4470
Equipment Location: (if different than above)	City, State - Zip:	

Contact Person: ACCO	on: Accounts Payable Bill-To Phone: (956) 523-40		90 Bill-To Fax:				
Billing Address: 1110	WASH	INGTON ST Suite 2	:03	City, State - Zip: LAREDO, TX		X 78040-4470	
Equipment Location: (if different than above)	electric se			City, State - Zip:			
TBS LOCATION							
Contact Name: Christ	opher	Yanes	Location:				
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Charles and Carlotte and Control	14 5 7	KI Y SIL					
See attached form (School	edule "A")	for Additional Equipment See	attached form (Billing	Schedule) for Ac	dditional Equipment/Payn	nent Schedule	
LEASE TERM	& PA	YMENT SCHEDUL	E				
Number of Payments: 20		of\$44,412.69 QUART	ER * Security D	eposit**: \$ 0.0	] 0	Received	*plus applicable taxes
Payments includes:	0	B&W Images per Month	Excess Images at:	\$ 0.00460	* per B&W Image	THE RESIDENCE OF THE PARTY OF T	nonthly unless otherwise indicated.
Payments includes:	Control of the same of		F	Company of the Compan		End-of-Lease Options:	
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Payments includes:	0	Scan Images per Month	Excess Images at:		* per Color Image  * per Scan Image	You will have the following term, provided the Agreem	
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Payments includes:		Scan Images per Month	Excess Images at:	\$ \$ 0.01040	* per Scan Image	You will have the following term, provided the Agreem event of default under the continuing.  1. Purchase the Equipmen section 16.	ent has not terminated early and no Agreement has occurred and is t at Fair Market Value per
Payments includes: Payments includes:	0	Scan Images per Month B&W Print Images per Month Color Print Images per Month	Excess Images at:	\$ 0.01040 \$ 0.05940	* per Scan Image  * per B&W Print Image	You will have the following term, provided the Agreem event of default under the continuing.  1. Purchase the Equipmen	ent has not terminated early and no Agreement has occurred and is t at Fair Market Value per
Payments includes: Payments includes: Payments includes: Origination Fee: Up to \$99. ** Security Deposit The secure event you will promptly restore	0 0 00 (include ity deposit is the security	Scan Images per Month B&W Print Images per Month Color Print Images per Month	Excess Images at:  Excess Images at:  Excess Images at:  Excess Images bille  your performance under above. If all conditions a	\$ 0.01040 \$ 0.05940 ad: Monthly this Agreement. Ar are fully complied with	* per Scan Image  * per B&W Print Image  * per Color Print Image  X Quarterly  ny security deposit made ma	You will have the following term, provided the Agreem event of default under the continuing.  1. Purchase the Equipmen section 16.  2. Renew the Agreement p. 3. Return Equipment.  y be applied by us to satisfy a	ent has not terminated early and no Agreement has occurred and is t at Fair Market Value per per section 17.  ny amount owed by you in, in whice
Payments includes: Payments includes: Payments includes: Origination Fee: Up to \$99. ** Security Deposit: The secure event you will promptly restore security deposit will be refunded.	0 0 (include ity deposit is the security d to you after	Scan Images per Month  B&W Print Images per Month  Color Print Images per Month  ed in First Invoice)  s non interest bearing and is to secure deposit to its full amount as set forth a	Excess Images at:  Excess Images at:  Excess Images at:  Excess Images bille your performance under above. If all conditions a nce with the Return of Eq	\$ 0.01040 \$ 0.05940  ad: Monthly this Agreement. Ar are fully complied wit uipment section.	* per Scan Image  * per B&W Print Image  * per Color Print Image    Quarterly   Description   Qu	You will have the following term, provided the Agreem event of default under the continuing.  1. Purchase the Equipmen section 16.  2. Renew the Agreement p. 3. Return Equipment.  y be applied by us to satisfy a to ever been in default of the Agreement p. 3. Return Equipment.	ent has not terminated early and no Agreement has occurred and is t at Fair Market Value per per section 17.  In amount owed by you in, in whice greement in the Default section, the

LESSOR ACCEPTANCE				
Toshiba Financial Services	Signature:	Millell	Title:	Date:9-30-20

### CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your original or electronic signature below shall constitute an enforceable and original signature for all purposes. This Agreement 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 Agreement, and (ii) any determination as to which version of this Agreement constitutes the single true original item of chattel paper under the UCC. If Customer signs and transmits this Agreement to Lessor by facsimile or other electronic transmission, the transmitted copy, upon execution by Lessor, shall be binding upon the parties. Customer agrees that the facsimile or other electronic transmission of this Agreement manually signed by Lessor, when attached to the facsimile or other electronic copy signed by Customer, 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 Agreement, (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, Customer, who executed this Agreement and transmitted its signature by facsimile, or other electronic transmission shall provide the counterpart of this Agreement containing Customer's original manual signature to Lessor. No party may raise as a defense to the enforcement of this Agreement that a facsimile or other electronic transmission was used to transmit any signature of a party to this Agreement. BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

Name: Tano E. Tijerina	Signature: X	- 6	Title: Webb County Judge	Date:	81	12	1202
	A 1				"		

#### TERMS AND CONDITIONS

- 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 Agreement from time to time signed by you and us. You authorize us to insert or correct missing information on this Agreement, including your accurate legal name, serial numbers and any other information describing the Equipment. You authorize us to change the amount of each Payment (set forth on page 1 of this Agreement) by not more than 15% due to changes in the equipment configuration which may occur prior to or acceptance of this Agreement 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 assignee to obtain credit reports and make ordit 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 Agreement or the Equipment. Toshiba Financial Services (TFS) is not responsible for service or maintenance of the Equipment and is not party to any service maintenance agreement.
- 2. Lease Commencement: This Agreement 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, you expend this Agreement will become absolute and unconditional, and are not subject to cancellation, reduction or setsor for any reason whatsoever. You agree to pay us the amounts payable under the terms of this Agreement each period by the due date in accordance with the Term and Payment schedule set forth on page 1 of this Agreement. Payments shall be delivered to our address or to such other address as we may designate in writing.
- under the terms of this Agreement each period by the due date in accordance with the Term and Payment schedule set forth on page 1 of this Agreement. Payments shall be delivered to our address or to such other address as we may designate in writing. 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).

  3. Image Charges: Each month during the term of this Agreement, you agree to remit to us the Payment and all other sums when due and payable to the address we provide to you from time to time. In return for the Payment, you are entitled to produce the images (set forth on page 1 of this Agreement) included for each applicable image type each month. You also agree to pay us the Excess image charge (set forth on page 1 of this Agreement) for each metered image that exceeds the applicable images included. We reserve the right to estimate the number of images used if you do not provide us with meter readings within average 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 maintenance and supplies portion of the Lease Payment and/or the Excess image charge each year during the Term of the Schedule by an amount not to exceed fifteen percent (15%) of the Payment and/or the Excess image charge in effect at the end of the prior annual period. At our option, you will: (a) provide meter readings when requested by us. (b) Allow us (or quite and the automated website. (b) Provide us by telephone or facesimile the actual meter readings when requested by us constructed to the Excessimal the actual meter readings when requested by us are automated website. (b) Provide us by telephone or facesimile the actual meter readings when requested by us. (c) Allow us (or quite and the automated website. (b) Provide us by telephone or facesimile the actual
- access to the Equipment to obtain meter readings. (d) Allow us (or our agent) to attach an automatic meter reading device be foliable. It is not to be fequipment to obtain meter readings. (d) Allow us (or our agent) to attach an automatic meter reading device be foliable. It is not to the Equipment to obtain meter readings. (d) Allow us (or our agent) to attach an automatic meter reading device be foliable. It is not to the Equipment marked as "Customer Owned" will be included in determining your image and excess charges.

  WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATION SMADE BY US. YOU LEASE THE EQUIPMENT "AS IS". NO REPRESENTATION OR WARRANTY 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 AGREEMENT.
- Statutory Finance Lease: You agree that this Agreement 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 provided by Article 2A (sections 508-522) of the Uniform Commercial Code
- Security Interest: You authorize us to file a financing statement with respect to the Equipment. If this Agreement is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all amounts you owe us under any agreement
- 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 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 quipment contained by the equipment of the two each acket the Equipment so sixtence, condition and proper maintenance. At your cost, you will keep the Equipment of the Equipment for the Equipment for the Equipment. 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 warranties, so long as you are not in default.

  Software: Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. You are responsible for entering into any license and/or other agreement (each a "License Agreement") required by the applicable software supplier or software licensor no later than the effective date of this Agreement and you will fully comply with such License, if any, throughout the applicable
- term. We are not responsible for the software or the obligations of you or the software ilicensor under any License Agreement.

  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. In addition, you agree to pay us a UCC filing fee of \$35.00.

  10. 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 Agreement.
- by our gross regignence of winth intercentation. The regist of curious the elements and to select or approve deteriors coursels. This indemnity will survive the termination of this Agreement. You agree to keep the Equipment fully insured against loss insurance: You are responsible for risk of loss or for any destruction of or damage but the Equipment for such against loss until this Agreement is paid in full and to have us and our assigns named as lender's 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 fail to comply with this requirement within 30 days after the start of this Agreement (a) we have the right but unto 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 insurar and our agent in the placement of coverage and with claims; or (b) we may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. 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.
- Item with a comparable item reasonably acceptable to us, or (b) pay us the sum set forth in the Remedies section.

  12. Right to Perform: If you fail to comply with any provision of this Agreement, we may, a tour option, perform such obligations on your behalf. Upon invoice you will reimburse us for all costs incurred by us to perform such obligations.

  13. Representations: (a) You represent and warrant to us that (1) you have the lawful power and authority to enter into this Agreement, and (2) the individuals signing this Agreement 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 Agreement, and (2) the individuals signing this Agreement have been duly authorized to do so on our behalf.

  14. Default: You will be in default under this Agreement it. (a) we do not receive any Payment due under this Agreement within five (5) days after its due date, (b) you fail to meet any of your obligations in the Agreement of the day understant of the province of the province
- 14. Default: Tot will be in default under this Agreement It. (a) we do not receive any Payment doue under this Agreement within 10 days after we send you written notice of such default, (c) you or your guarantor 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 or your guarantor under any bankruptcy or insolvency law, (e) any representation made by you is false or misleading in any material respect, (f) you default on any other agreement with us or our assigns or any material agreement with any entity, or (g) there has been a material adverse change in your or any guarantor's financial, business or operating condition.

  15. 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 Agreement, (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 Agreement, plus (2) the present value of all remaining Payments to become due under this Agreement (discounted at 2% or the lowest rate allowed by law), and (3)(f) 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 the excess, if any, of the amount payable under clause (3)(f) 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 12% per annum, and (e) exercise any other remedies available to us at law or in equity, the law the law of the returned Equipment or the properties of the contribution of the properties of the law of the returned Equipment or the properties of the law of the returned Equipment or the properti including requiring you to immediately stop using any financed software. 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-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you. You may remain liable for any deficiency with any excess being retained by us.
- repossession and we may set or fe-ferit the Equipment at terms we determine, at one or more public or private saies, with or windout noice to you. You may remain liable for any dendency with any excess being retained by us.

  16. Purchase Option: At the set 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.

  17. Automatic Renewal: Except as set forth in Section 16, this Agreement will automatically renew on a month-ho-month basis after the Term, and you shall pay us the same Payments and lease charges as applied during the Term (and be subject to the terms and conditions of this Agreement) until the Equipment is returned to us or you pay us the applicable purchase price (and taxes).

  18. Return of Equipment: If (a) a default occurs, or (b) you do not purchase the Equipment 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.
- 19. Assignment: We may, without your consent, assign or transfer any Equipment or this Agreement, or any rights arising under this Agreement, 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 Agreement or any rights thereunder or any Equipment subject to this Agreement without our prior written consent.

  20. 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. We may make a profit on such a fee.
- 21. 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.

  22. 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 in which our (or, if we assign this Agreement, our assignee's) principal
- place of business is located and shall be governed by and construed in accordance with its laws. Any dispute concerning this Agreement will be adjudicated in a federal or state court in such state. You hereby consent to personal jurisdiction and venue in such courts and waive transfer of venue.
- 23. Transition Billing: In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month.
- 24. Miscellaneous: This Agreement 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, and supersedes any purchase orders. We will not accept payment in cash. If you so request, and we permit the early termination of this Agreement, you agree to pay a fee for such privilege. Notices must be in writing and will be deemed given five days after mailing to your or our mailing address. If a court finds any provision of this Agreement to be unenforceable, all other terms of that Agreement will remain in effect and enforceable. You agree that any delay or failure to enforce our rights under this Agreement does 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 hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, or the manufacturer of the Equipment. It is the Customer's sole and exclusive responsibility to ensure that all data from all disk drives or magnetic media are erased of any customer data and information. You hereby consent to receive electronic marketing communication on Toshiba products and services. TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT, WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS.
- 25. Maintenance and Supplies Agreement ("MSA") with TBS:
  - 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, upon your request, service is provided at a time other than during TBS's normal business hours, you will be charged at TBS's customary rates. TBS will not be obligated to provide service for 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 parts necessary to produce an image, 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, b) Except as provided below, fallow in reprise year increasing an indexed an index, and indexed an adapting from 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 the MSA, TBS has the right to deny performing any service and/or supplying any products.

  - d) Under the MSA, 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 Agreement is strictly limited to that imposed by law and there is no contract imposing any greater degree of liability.
  - 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
  - ft Stated supply item visits 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 occie, you will be billed for any toner used in excess of that required based on yields stated above.



# **TOSHIBA**

FINANCIAL SERVICES

APPLICATION NUMBER AGREEMENT NUMBER

1579483

This Schedule "A" is to be attached to and becomes part of the item description for the referenced Agreement by and between the undersigned and **Toshiba Financial Services**.

Contact Person: Accounts Payable

Bill-To Phone: (956) 523-4090

Bill-To Fax:

Billing Address: 1110 WASHINGTON ST Suite 203

City, State - Zip: LAREDO, TX 78040-4470

Equipment Location: (if different than above or if multiple locations see below)

City, State - Zip:

EQUIPMENT DESCRIPTION		The state of the s	
ITEM DESCRIPTION	MODEL NO.	EQUIPMENT LOCATION (INCLUDE CITY, STATE - ZIP)	SERIAL NO.
Toshiba e-STUDIO6516ACT	ESTUDIO6516ACT	1110 VICTORIA STREET, SUITE 301, 111TH DISTRICT COURT, LAREDO, TX 78040	
Toshiba e-STUDIO6516ACT	ESTUDIO6516ACT	1110 VICTORIA STREET, SUITE 302, 341ST DISTRICT COURT, LAREDO, TX 78040	
Toshiba e-STUDIO6516ACTNS	ESTUDIO6516ACT	1110 VICTORIA STREET STE#402 406TH DISTRICT COURT, LAREDO, TX 78040-4428	IAI SEBUICES
Toshiba e-STUDIO6516ACT	ESTUDIO6516ACT	1110 VICTORIA ST STE 304 49TH DISTRICT COURT, LAREDO, TX 78040-4426	
Toshiba e-STUDIO6516ACT	ESTUDIO6516ACT	1110 WASHINGTON STREET, SUITE 201, AUDITORS, LAREDO, TX 78040	
Toshiba e-STUDIO6516ACT	ESTUDIO6516ACT	1110 VICTORIA STE 201 COUNTY CLERKS OFFICE, LAREDO, TX 78040-4421	
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Toshiba e-STUDIO6516ACT	ESTUDIO6516ACT	1110 VICTORIA STREET, SUITE 401, DISTRICT ATTORNEY, LAREDO, TX 78040	To a series of the series of the
Toshiba e-STUDIO6516ACT	ESTUDIO6516ACT	1110 VICTORIA STREET, SUITE 401, DISTRICT ATTORNEY, LAREDO, TX 78040	r from House to the
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Toshiba e-STUDIO6516ACT	ESTUDIO6516ACT	5904 WEST DRIVE, SUITE 6 & 7, HEAD START - ADMINISTRATION, LAREDO, TX 78040	
Toshiba e-STUDIO6516ACT	ESTUDIO6516ACT	2802 MCDONNEL STREET, HEAD START - ANNEX, LAREDO, TX 78040	
Toshiba e-STUDIO6516ACT	ESTUDIO6516ACT	2400 SOUTH JARVIS STREET, HEAD START - TATANGELO, LAREDO, TX 78040	
Toshiba e-STUDIO6516ACT	ESTUDIO6516ACT	1620 SANTA URSULA, INDIGENT HEALTH SERVICES, LAREDO, TX 78040	Commission of the second
Toshiba e-STUDIO6516ACT	ESTUDIO6516ACT	1110 WASHINGTON ST SUITE #302 PLANNING DEPARTMENT, LAREDO, TX 78040-4471	
Toshiba e-STUDIO6516ACT	ESTUDIO6516ACT	1110 WASHINGTON STREET, SUITE 102, PUBLIC DEFENDER, LAREDO, TX 78040	
Toshiba e-STUDIO6516ACT	ESTUDIO6516ACT	1110 WASHINGTON ST SUITE 101 PURCHASING DEPARTMENT, LAREDO, TX 78040-4466	
Toshiba e-STUDIO6516ACT	ESTUDIO6516ACT	1110 WASHINGTON STREET STE#204 ADMINISTRATIVE SERVICES, LAREDO, TX 78040-4470	
Toshiba e-STUDIO6516ACT	ESTUDIO6516ACT	7210 E SAUNDERS ROAD & BRIDGE SERVICE, LAREDO, TX 78041-9000	
Toshiba e-STUDIO6516ACT	ESTUDIO6516ACT	513 MARTHA DRIVE WATER UTLITIES, EL CENIZO, TX 78046-7620	
Toshiba e-STUDIO6516ACT	ESTUDIO6516ACT	1110 WASHINGTON STREET, SUITE 301, COUNTY ATTORNEY, LAREDO, TX 78040	garan da sanan da sa Cara da sanan da san
Toshiba e-STUDIO4515AC	ESTUDIO4515AC	1110 WASHINGTON STREET STE#202 TREASURER, LAREDO, TX 78040-4470	and the state of the state of
Toshiba e-STUDIO4515AC	ESTUDIO4515AC	7209 EAST SAUNDERS, SUITE 2, BUILDING MAINTENANCE, LAREDO, TX 78040	
Toshiba e-STUDIO4515AC	ESTUDIO4515AC	1110 WASHINGTON ST, Suite 203, Business Office, LAREDO, TX 78040-4470	ering for any 170 mg in 1855. Salah sangan san andara kabupat kabupat sa
Toshiba e-STUDIO4515AC	ESTUDIO4515AC	1000 HOUSTON STREET, 2ND FLOOR, COMMISSIONERS COURT EXECUTIVE ADMINISTRATOR, LA	
Toshiba e-STUDIO4515AC	ESTUDIO4515AC	1110 VICTORIA STREET, SUITE 102, CONSTABLE PCT 1, LAREDO, TX 78040	
Toshiba e-STUDIO4515AC	ESTUDIO4515AC	901 SOUTH MILMO CONSTABLE PCT 2, LAREDO, TX 78043-5244	



## TOSHIBA

FINANCIAL SERVICES

APPLICATION NUMBER

AGREEMENT NUMBER

This Schedule "A" is to be attached to and becomes part of the item description for the referenced Agreement by and between the undersigned and **Toshiba Financial Services**.

1579483

CUSTOMER CONTACT INFORMATION		
Legal Company Name: Webb, County Of	The second of th	Fed. Tax ID#: 74-60015872
Contact Person: Accounts Payable	Bill-To Phone: (956) 523-4090	Bill-To Fax:
Billing Address: 1110 WASHINGTON ST Suite 203	City, State - Zip: LAREDO, TX 78	8040-4470
Equipment Location: (if different than above or if multiple locations see below)	City, State - Zip:	

EQUIPMENT DESCRIPTION	The second secon		
ITEM DESCRIPTION	MODEL NO.	EQUIPMENT LOCATION (INCLUDE CITY, STATE - ZIP)	SERIAL NO.
Toshiba e-STUDIO4515AC	ESTUDIO4515AC	9901 MCPHERSON ROAD, SUITE 102, CONSTABLE PCT 4, LAREDO, TX 78040	
Toshiba e-STUDIO4515AC	ESTUDIO4515AC	1110 VICTORIA STREET, 5TH FLOOR, DISTRICT ATTORNEY, LAREDO, TX 78040	
Toshiba e-STUDIO4515AC	ESTUDIO4515AC	4801 DAUGHTERY AVENUE, LAREDO, TX 78040	TAL SERVICES
Toshiba e-STUDIO4515AC	ESTUDIO4515AC	1110 WASHINGTON STREET STE#204 ADMINISTRATIVE SERVICES, LAREDO, TX 78040-4470	1 14 C
Toshiba e-STUDIO4515AC	ESTUDIO4515AC	1110 VICTORIA STREET, SUITE 501, INDIGENT DEFENSE SERVICES, LAREDO, TX 78040	
Toshiba e-STUDIO4515AC	ESTUDIO4515AC	1110 WASHINGTON STREET, SUITE 304, INFORMATION TECHNOLOGY, LAREDO, TX 78040	
Toshiba e-STUDIO4515AC	ESTUDIO4515AC	1110 VICTORIA STREET, SUITE 106, JUSTICE OF THE PEACE, PCT 1 PL 1, LAREDO, TX 76040	
Toshiba e-STUDIO4515AC	ESTUDIO4515AC	901 MILMO STREET, JUSTICE OF THE PEACE PCT 2, PL 2, LAREDO, TX 78040	13872
Toshiba e-STUDIO4515AC	ESTUDIO4515AC	7210 B EAST SAUNDERS MEDICAL EXAMINER, LAREDO, TX 78041-9000	
Toshiba e-STUDIO4515AC	ESTUDIO4515AC	1802 VICTORIA STREET, PUBLIC DEFENDER - JUVENILE, LAREDO, TX 78040	
Toshiba e-STUDIO4515AC	ESTUDIO4515AC	902 VICTORIA STREET WEBB CNTY SHERIFF, LAREDO, TX 78040-4456	
Toshiba e-STUDIO4515AC	ESTUDIO4515AC	902 VICTORIA STREET WEBB CNTY SHERIFF, LAREDO, TX 78040-4456	en di marke eksinger <b>yaya</b> y
Toshiba e-STUDIO4515AC	ESTUDIO4515AC	7209 EAST SAUNDERS STE 1, LAREDO, TX 78041-9001	
Toshiba e-STUDIO4515AC	ESTUDIO4515AC	902 VICTORIA STREET WEBB CNTY SHERIFF, LAREDO, TX 78040-4456	a de la companya de l
Toshiba e-STUDIO4515AC	ESTUDIO4515AC	1001 WASHINGTON STREET SHERIFFS OFFICE, LAREDO, TX 78040-4404	
Toshiba e-STUDIO4515AC	ESTUDIO4515AC	1001 WASHINGTON STREET SHERIFFS OFFICE, LAREDO, TX 78040-4404	
Toshiba e-STUDIO4515AC	ESTUDIO4515AC	1110 VICTORIA VETERANS OFFICE, LAREDO, TX 78040-4417	6 (685)
Toshiba e-STUDIO8518A	ESTUDIO8518A	3802 SOUTH ZAPATA HIWAY, ADULT PROBATION, LAREDO, TX 78040	
Toshiba e-STUDIO8518A	ESTUDIO8518A	1110 WASHINGTON STREET, SUITE 301, LAREDO, TX 78040-4471	
Toshiba e-STUDIO8518A	ESTUDIO8518A	1110 VICTORIA ST STE 203 DISTRICT CLERK'S OFC, LAREDO, TX 78040-4421	
Toshiba e-STUDIO8518A	ESTUDIO8518A	1110 VICTORIA ST STE 203 DISTRICT CLERK'S OFC, LAREDO, TX 78040-4421	
Toshiba e-STUDIO8518A	ESTUDIO8518A	1110 WASHINGTON SUITE #103 ELECTIONS DEPARTMENT, ELECTIONS, LAREDO, TX 78040-4466	
Toshiba e-STUDIO8518A	ESTUDIO8518A	111 CAMINO NUEVO ROAD, LAREDO, TX 78043-5073	The second secon
Toshiba e-STUDIO8518A	ESTUDIO8518A	111 CAMINO NUEVO ROAD, LAREDO, TX 78043-5073	
Toshiba e-STUDIO8518A	ESTUDIO8518A	111 CAMINO NUEVO ROAD, LAREDO, TX 78043-5073	
Toshiba e-STUDIO8518A	ESTUDIO8518A	111 CAMINO NUEVO ROAD, LAREDO, TX 78043-5073	
Toshiba e-STUDIO8518A	ESTUDIO8518A	1001 WASHINGTON STREET SHERIFFS OFFICE, LAREDO, TX 78040-4404	
Toshiba e-STUDIO4518A	ESTUDIO4518A	4101 JUAREZ STREET, 406TH DISTRICT COURT ADULT DRUG COURT PROGRAM, LAREDO, TX 780	Carlotte Committee
Toshiba e-STUDIO4518A	ESTUDIO4518A	1110 VICTORIA STREET #105 CHILD PROTECTIVE SERVICES COURT, LAREDO, TX 78040-4420	
Toshiba e-STUDIO4518A	ESTUDIO4518A	1308 SAN AGUSTINE, ECONOMIC DEVELOPMENT, LAREDO, TX 78040	



### TOSHIBA

FINANCIAL SERVICES

APPLICATION NUMBER

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1579483

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Contact Person: Accounts Payable	Bill-To Phone: (956) 523-4090	Bill-To Fax:
Billing Address: 1110 WASHINGTON ST Suite 203	City, State - Zip: LAREDO, TX 78	8040-4470
Equipment Location: (if different than above	City, State - Zip:	

ITEM DESCRIPTION	MODEL NO.	EQUIPMENT LOCATION (INCLUDE CITY, STATE - ZIP)	SERIAL NO.
Lexmark XM3250	36S0940	412 CONCORD HILLS HEADSTART EDUCATION CENTER, LAREDO, TX 78046-5170	The state of the s
Lexmark XM3250	36S0940	3301 SIERRA VISTA ROOSVELT HEAD START, LAREDO, TX 78046-7760	10
Lexmark XM3250	36S0940	3301 SIERRA VISTA ROOSVELT HEAD START, LAREDO, TX 78046-7760	The second secon
Lexmark XM3250	36S0940	211 EAST ASH SANCHEZ - OCHOA ELEMENTARY, LAREDO, TX 78040-1328	IMI SERVICES
Lexmark XM3250	36S0940	800 EAST EISTETTER STREET, ALMA PEIRCE ELEMENTARY, LAREDO, TX 78040	A Property NUMBER
Lexmark XM3250	36S0940	2400 SOUTH JARVIS STREET, HEAD START - TATANGELO, LAREDO, TX 78040	
Lexmark XM3250	36S0940	2400 SOUTH JARVIS STREET, HEAD START - TATANGELO, LAREDO, TX 78040	
Lexmark XM3250	36S0940	2400 SOUTH JARVIS STREET, HEAD START - TATANGELO, LAREDO, TX 78040	
Lexmark XM3250	36S0940	3200 CHACOTA HENERY ZACHRY ELEMENTARY, LAREDO, TX 78046-7013	E- 11 17872
Lexmark XM3250	36S0940	5210 SANTA CLAUDIA LANE ZAFFIRINI ELEMENTARY, LAREDO, TX 78043-4704	
Lexmark XM3250	36S0940	902 VICTORIA STREET WEBB CNTY SHERIFF, LAREDO, TX 78040-4456	
Lexmark XM3250	36S0940	1110 VICTORIA STREET, SUITE 304, 49TH DISTRICT COURT, LAREDO, TX 78040	
Lexmark XM3250	36S0940	111 CAMINO NUEVO ROAD, LAREDO, TX 78043-5073	Discourse and a state of the star
Lexmark XM3250	36S0940	111 CAMINO NUEVO ROAD, LAREDO, TX 78043-5073	
Lexmark XM3250	36S0940	1110 VICTORIA STREET, SUITE 301, 111TH DISTRICT COURT, LAREDO, TX 78040	
Lexmark XM3250	36S0940	1110 VICTORIA STREET, 3RD FLOOR, BAIL BONDS BOARD, LAREDO, TX 78040	
Lexmark XM3250	36S0940	1110 WASHINGTON STREET, SUITE 102, PUBLIC DEFENDER, LAREDO, TX 78040	
Lexmark XM3250	36S0940	111 CAMINO NUEVO ROAD, LAREDO, TX 78043-5073	
Lexmark XM3250	36S0940	111 CAMINO NUEVO ROAD, LAREDO, TX 78043-5073	AL 179 ICES
Lexmark XM3250	36S0940	1110 VICTORIA STREET, SUITE 204, CENTRAL JURY ROOM, LAREDO, TX 78040	
Lexmark XC4140	40C9720	7209 EAST SAUNDERS STE 1, LAREDO, TX 78041-9001	
Toshiba e-STUDIO8518A	ESTUDIO8518A	1110 VICTORIA STE 201 COUNTY CLERKS OFFICE, LAREDO, TX 78040-4421	
Toshiba e-STUDIO8518A	ESTUDIO8518A	1110 VICTORIA STE 201 COUNTY CLERKS OFFICE, LAREDO, TX 78040-4421	
Toshiba e-STUDIO8518A	ESTUDIO8518A	111 CAMINO NUEVO ROAD, LAREDO, TX 78043-5073	
Toshiba e-STUDIO8518A	ESTUDIO8518A	3802 SOUTH ZAPATA HIWAY, ADULT PROBATION, LAREDO, TX 78040	APPENDING A
Lexmark XC4140	40C9720	902 VICTORIA STREET WEBB CNTY SHERIFF, LAREDO, TX 78040-4456	
Toshiba e-STUDIO4518A	ESTUDIO4518A	1110 VICTORIA STREET, SUITE 105, LAW LIBRARY, LAREDO, TX 78040	
Toshiba e-STUDIO4518A	ESTUDIO4518A	1310 CONVENT STREET MEALS ON WHEELS, LAREDO, TX 78040	
Control of Artificial Control	ECT (CONTROL OF CONTROL OF CONTRO	A CORONA DE LA CORONA DEL CORONA DE LA CORONA DEL CORONA DE LA CORONA DEL CORONA DE LA CORONA DEL CORONA DE LA CORONA DEL CORONA DE LA CORONA DE LA CORONA DE LA CORONA DE LA	

### **CUSTOMER ACCEPTANCE**

This Schedule "A" is hereby verified as correct by the undersigned, who acknowledges receipt of a copy. You hereby acknowledge and agree that your electronic signature below shall constitute an enforceable and original signature for all purposes.

Name: Tano E. Tijerina

Signature: X

Title: Webb County Judge

Date:



### TOSHIBA

FINANCIAL SERVICES

APPLICATION NUMBER

AGREEMENT NUMBER

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1579483

CUSTOMER CONTACT INFORMATION	Company of the second	1000000000000000000000000000000000000
Legal Company Name: Webb, County Of		Fed. Tax ID#: 74-60015872
Contact Person: Accounts Payable	Bill-To Phone: (956) 523-4090	Bill-To Fax:
Billing Address: 1110 WASHINGTON ST Suite 203	City, State - Zip: LAREDO, TX 78	8040-4470
Equipment Location:(if different than above or if multiple locations see below)	City, State - Zip:	

EQUIPMENT DESCRIPTION			
ITEM DESCRIPTION	MODEL NO.	EQUIPMENT LOCATION (INCLUDE CITY, STATE - ZIP)	SERIAL NO.
Toshiba e-STUDIO4518A	ESTUDIO4518A	4704 NARRANJO, HEAD START - FLOYD, LAREDO, TX 78040	
Toshiba e-STUDIO4518A	ESTUDIO4518A	102 SIERRA VISTA, HEAD START - SIERRA VISTA, LAREDO, TX 78040	
Toshiba e-STUDIO4518A ONS	ESTUDIO4518A	1110 VICTORIA ST STE#103 JP PCT 1 PLACE 2, LAREDO, TX 78040-4420	MAL SERVICES
Toshiba e-STUDIO4518A	ESTUDIO4518A	8501 SAN DARIO, JUSTICE OF THE PEACE, PCT 4, LAREDO, TX 78040	
Toshiba e-STUDIO4518A	ESTUDIO4518A	8501 SAN DARIO, JUSTICE OF THE PEACE, PCT 4, LAREDO, TX 78040	
Toshiba e-STUDIO4518A	ESTUDIO4518A	8501 SAN DARIO, JUSTICE OF THE PEACE, PCT 4, LAREDO, TX 78040	
Toshiba e-STUDIO4518A	ESTUDIO4518A	8116 HIGHWAY 359 SELF HELP CENTER, LAREDO, TX 78043-4761	
Toshiba e-STUDIO4518A	ESTUDIO4518A	7209 SAUDNDERS ST, SUITE 5, TEXAS A&M AGRILIFE EXTENSION, LAREDO, TX 78040	Caracter St. Car
Toshiba e-STUDIO4518A	ESTUDIO4518A	5401 CISNEROS, LARGE VISTA COMMUNITY CENTER, LAREDO, TX 78040	Section 1
Lexmark XC4140	40C9720	1000 HOUSTON STREET, 1ST FLOOR, COMMISSIONER PCT 2, LAREDO, TX 78040	
Lexmark XC4140	40C9720	902 VICTORIA STREET WEBB CNTY SHERIFF, LAREDO, TX 78040-4456	
Lexmark XC4140	40C9720	902 VICTORIA STREET WEBB CNTY SHERIFF, LAREDO, TX 78040-4456	
Lexmark XM3250	36S0940	7209 EAST SAUNDERS, SUITE 2, BUILDING MAINTENANCE, LAREDO, TX 78040	
Lexmark XM3250	36S0940	610 SANTA MARTA BLVD, LAREDO, TX 78046-4602	
Lexmark XM3250	36S0940	2710 LA PITA MANGANA, CENTENO ELEMENTARY, LAREDO, TX 78040	
Lexmark XM3250	36S0940	1510 CHICAGO STREET, FRANCISCO FARIAS ELEMENTARY, LAREDO, TX 78040	
Lexmark XM3250	36S0940	125 ATLANTA, FINLEY ELEMENTARY, LAREDO, TX 78040	
Lexmark XM3250	36S0940	415 EG RANCH ROAD FREEDOM ELEMENTARY, LAREDO, TX 78043	
Lexmark XM3250	36S0940	1208 MARKET HEIGHTS ELEMENTARY, LAREDO, TX 78040-8816	
Lexmark XM3250	36S0940	6431 CASA DEL SOL BLVD HENERY CUELLAR ELEMENTARY, LAREDO, TX 78043-6506	
Lexmark XM3250	36S0940	1600 MONTERREY AVENUE JC MARTIN ELEMENTARY, LAREDO, TX 78040-4536	
Lexmark XM3250	36S0940	6500 SPRINGFIELD SPRINGFIELD ACRES HEAD START, LAREDO, TX 78041-6710	n de la seconda
Lexmark XM3250	36S0940	4704 NARRANJO, HEAD START - FLOYD, LAREDO, TX 78040	
Lexmark XM3250	36S0940	5411 CISNEROS, LARGA VISTA HEAD START, LAREDO, TX 78040	
Lexmark XM3250	36S0940	1233 PASEO DE DANUBIO LITTLE FOLKS HEAD START, LAREDO, TX 78046-7692	
Lexmark XM3250	36S0940	LITTLE PALOMINOS HEAD START WEST END WASHINGTON ST LLC CAMPUS, LAREDO, TX 78040	
Lexmark XM3250	36S0940	1300 ALTA VISTA NEWMAN ELEMENTARY, LAREDO, TX 78041-3345	
Lexmark XM3250	36S0940	4906 SOUTH HIWAY 83, PRADA HEADSTART, LAREDO, TX 78040	
Lexmark XM3250	36S0940	510 SORIA DRIVE PRADA ELEMENTARY, LAREDO, TX 78046-8541	
Lexmark XM3250	36S0940	1302 CALLE DEL NORTE HEADSTART REGINA SCHOOLHOUSE, LAREDO, TX 78041-6026	



### **COMPETITIVE BUYOUT FORM**

CB-1.0.0

Contact: Accounts Payable

eMail: apinvoices@webbcountytx.gov

		SALES PACKET NUMBER	ORDER DATE	
Sales Representative:	Christopher Yanes	57-149820	08/14/2020	
<b>CUSTOMER INFO</b>	RMATION			
Customer Name: Webb,	County Of			
Billing Address: 1110 W	ASHINGTON ST	Phone #: (956) 523-4090	Ext:	

Zip: 78040-4470

City: LAREDO **BUYOUT INFORMATION** 

Amount to be Paid to Customer: 3,500.00

State: TX

	-	_			
п	$-\Lambda$		INIEO	DMAA	TION
				RIVIA	

Address 2: Suite 203

LEASING COMPANY	LEASE NUMBER		
RICOH USA .	439149-1031501ML .		

### **CUSTOMER ACCEPTANCE**

The customer representative acknowledges that said amount paid to customer will fulfill its contractual obligations under the lease. If for any reason the amount paid to customer does not satisfy the contractual obligations, the customer assumes any remaining liability with the Leasing Company. It is the responsibility of the customer to return the equipment as specified by the leasing company. If said 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. Failure to follow this disposition process could result in additional charges. Toshiba Business Solutions does not assume and will not be financially responsible for any lease renewal payments or additional fees or penalties incurred on the lease referenced above for any reason.

Customer	Toshiba Business Solutions	
Printed Name: Tano E. Tijerina	Printed Name: Christopher Yanes	
Signature:	Signature:	
Title: Webb County Judge Date: 8/17/	2020 Title: Sr. Acct Frecution Date: 8/12/:	2070

# TOSHIBA Leading Innovation >>>

### **DELIVERY AND ACCEPTANCE**

### **ACCOUNT DETAILS** ("Contract") Re: Agreement / Contract / Account Schedule Number: 1579483 Lessee/Customer: Webb, County of ("Customer")

This certificate of Delivery and Acceptance to the lease, loan or other form of financial services contract described above ("Contract") is by and between Toshiba Financial Services and the customer identified above.

Customer, through its authorized representative, hereby certifies to Toshiba Financial Services and any assignee of Toshiba Financial Services with respect to the Contract that:

- 1. The equipment ("Equipment") identified in the Contract, including in any equipment list attached to the Contract ("Contract Equipment List") has been delivered to the location where the equipment will be used and which is the "Equipment Location" identified in the Contract.
- 2. All of the Equipment has been inspected and is (a) complete, (b) properly installed, (c) fully functioning, and (d) in good working order.
- 3. The Equipment is of a capacity, size, design, and manufacture acceptable to Customer and is suitable for Customer's purposes.
- 4. Customer is not in default under the Contract and all of Customers' statements and promises set forth in the Contract are true and correct.
- 5. The Equipment is accepted for all purposes under the Contract as of the Acceptance Date below.

### **VERIFICATION** You hereby acknowledge and agree that your original or electronic signature below shall constitute an enforceable and original signature for all purposes. IN WITNESS WHEREOF, Customer's duly authorized representative has executed this Acceptance Certificate as of the Acceptance Date. Print Name: Tano E. Tijerina Title: Webb County Judge Date: 9/24/2020

Signature:

### \$1.00 PURCHASE OPTION



ADDENDUM To Contract No. 157948	3 between Toshiba Financial Services, Owner
And Webb, County of	, Customer
(Full Legal Name of Customer)	[15] [16] [16] [16] [16] [16] [16] [16] [16

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: (Melible	TITLE:	DATE: 9-30-20
	prorections.	IIIC.	PAIL. 120 CC
CUSTOMER ACCEPTANCE			
Webb, County of	SIGNATURE: X	TITLE: WEBB COUNTY JUDGE	DATE: 8/12/2020

### **GOVERNMENTAL ENTITIES ADDENDUM**

This is an addendum ("Addendum") to and part of that certain agreement between Toshiba Financial Services ("we", "us", "our") and Webb, County of ("Governmental Entity", "you", "your"), which agreement is identified in our records as agreement number 1579483 ("Agreement"). All capitalized terms used in this Addendum which are not defined herein shall have the meanings given to such terms in the Agreement.

#### APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation.

The undersigned, as a representative of the Governmental Entity, agrees that this Addendum is made a part of the Agreement.

GOVERNMENTAL CERTIFICATE			
I, THE UNDERSIGNED, HEREBY CERTIFY THAT, AS OF AND AUTHORITY TO EXECUTE THE AGREEMENT GOVERNMENTAL ENTITIES ONLY" ARE TRUE AND ACC	AND (B) THE REPRESENTATIONS SE	IE INDIVIDUAL WHO EXECUTED THE AGR T FORTH ABOVE IN THE PARAGRAPH	EEMENT HAD FULL POWER TITLED "APPLICABLE TO
SIGNATURE: X	NAME & TITLE:	TANO E. TIJERINA, WEBB COUNTY JUDGE	DATE: 8/12/2020
OUR SIGNATURE			
Toshiba Financial Services	Ryl Uble		9-30-20
	SIGNATURE	PRINT NAME & TITLE	DATE

"Notwithstanding any other paragraph, Webb County will not indemnify nor hold harmless contractor under this contract or any future amendments thereto. No oral promises, work orders, purchase orders, nor change orders shall be used to modify, create, express or imply that Webb County has agreed to indemnify or hold harmless Contractor. Contractor acknowledges and agrees that WEBB County does not have the ability under Article XI, Section 7 of the Texas Constitution to indemnify Contractor or any other third party for damages arising under this Contract."

WEBB COUNTY

Tano E. Tijerina, Webb County Judge

ATTESTED:

Margie Ramirez-Ibarra

Webb County Clerk

APPROVED AS TO FORM:

Jorge L. Treviño

**Assistant General Counsel** 

**Civil Legal Division** 

\*The General Counsel, Civil Legal Division'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

Maintenance Agreement Between Toshiba Business of Texas and Webb County

For Webb County

An Agreement made on this the /a' day of 1149487

BETWEEN:

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

**AND** 

Service Provider: Toshiba Business Solutions ("Service Provider") 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 "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 "Maintenance 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 purpose.

# MAINTENANCE AGREEMENT TERM AND CONDITIONS PROVISIONS

- 1. Paragraph number eight (8) of the Terms and Conditions entitled "Taxes" is deleted in its entirety and replaced with:
  - "Service Provider and Customer 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 Service Provider Exemption Certificates, upon request."
- 2. Paragraph number fourteen (14) of the Terms and Conditions entitled "Indemnity and Disclaimer" is deleted in its entirety and replaced with: