



**LEASE AGREEMENT**  
 Please fax completed agreement to 1-866-329-8795  
 Questions or need assistance? Call 1-866-550-8795

FOR EQUIPMENT LEASES UNDER \$100,000

Lease #: 40554881

VOL. 55 PAGE 569

This Lease has been written in "Plain English." When we use the words Lessee, you and your in this Lease, we mean you, our customer, which is the Lessee indicated below. When we use the words we, us, and our in this Lease, we mean the Lessor, US Express Leasing, Inc. Our address is 10 Waterview Boulevard, Parsippany, New Jersey 07054.

CUSTOMER INFORMATION	Lessee Name and Billing Address <b>Polk, County of 602 East Church Livingston, TX. 77351</b>	Customer Phone # <b>936 327-6811</b>
	Equipment Location (if different from above)	Supplier Phone # <b>75901 936 699-2800</b>
SUPPLIER INFORMATION	Supplier Name ("SUPPLIER") and Billing Address <b>Texas Imaging Systems 2003 Atkinson Lufkin, TX.</b>	
EQUIPMENT DESCRIPTION	Equipment Description <b>Sharp MXM 350 NCT Copier</b>	Quantity <b>1</b>
	<b>Sharp MXM 450 NCT Copier</b>	<b>1</b>
	<b>*See Schedule "A"</b>	Serial Number <b>#85029167</b> <b>#85024157</b>

END OF LEASE PURCHASE OPTION Check one applicable box. If no box is checked or if more than one box is checked, the Fair Market Value Purchase Option will apply.

Fair Market Value     \$1.00 Purchase Option     Fixed Price Purchase Option -10% of Total Cash Price

TERM AND PAYMENT	Initial Lease Term: <b>60</b> Months	Lease Payment: <b>\$ 1,295.00</b>	Advance Lease Payment (Non Refundable) <b>0</b>	PLUS APPLICABLE TAXES
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**TERMS AND CONDITIONS**

1. **Lease.** You agree to lease the Equipment listed above from us (the "Equipment") on the terms and conditions of this lease agreement ("Lease"). The Equipment will be deemed irrevocably accepted by you upon the earlier of: a) the delivery to us of a signed Delivery and Acceptance Certificate or b) 10 days after delivery of the Equipment to you if previously you have not given written notice to us of your non-acceptance ("Acceptance Date"). The Lease commences on the day the Equipment is delivered to you (the "Commencement Date") and the first Lease payment shall be payable on the Commencement Date or any other date that we designate, and the remaining Lease payments will be due on the same day of each subsequent month at an address specified by us in writing. If more than one Lease payment is required in advance, the additional amount will be applied at the end of the initial or any renewal term. You agree to pay interim rent for the period between the Acceptance Date and the Commencement Date. We may charge you, and you agree to pay, a one time processing fee of \$82.50. You authorize us to adjust the Lease payments by up to 15% if the cost of the Equipment differs from the Supplier's estimate. **YOUR LEASE OBLIGATIONS ARE ABSOLUTE, UNCONDITIONAL AND NOT SUBJECT TO CANCELLATION, REDUCTION, SETOFF OR COUNTER CLAIM.**

2. **No Warranties.** You are leasing the Equipment "AS-IS" AND WE MAKE NO WARRANTIES TO YOU, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. We shall transfer to you any manufacturer's warranties of the Equipment.

3. **Equipment Use and Maintenance.** You will keep the Equipment at the location stated above and maintain it in good working condition, eligible for manufacturer's certification, normal wear and tear excepted. You further agree to pay for any repairs. You will pay all shipping expenses if you return the Equipment to us, to anywhere in the United States we tell you.

4. **Assignment.** You agree not to transfer, sell, assign, pledge, sublease, or encumber either the Equipment or any right under this lease without our prior written consent. You agree that we may sell, assign or transfer the Lease without notice and the new owner will have the same rights that we have and will not be subject to any claims, defenses or setoffs that you may have against any Supplier.

5. **Taxes and Fees.** You will pay all excise, sales and use, personal property and all other taxes and charges which may be imposed by any governmental entity during the term of this Lease, arising from the use, acquisition, ownership or leasing of the Equipment, whether due before or after termination of the Lease. You will reimburse us for all administrative costs associated with the preparation, filing, payment, and other costs necessary to properly administer taxes associated with the Equipment. Where required by law, we will file the personal property tax returns with respect to the Equipment, and you shall pay us in advance, and at the time(s) we require, the taxes that we anticipate will be due during the year.

6. **Insurance.** You will maintain at your expense (a) property insurance against the loss, theft or destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee, and (b) public liability and third party property insurance, naming us as an additional insured, and give us written proof of your insurance. If you do not give us evidence of insurance acceptable to us, we have the right, but not the obligation, to obtain insurance covering our interest in the Equipment for the term of this Lease, including any renewal or extensions. We may add the costs of acquiring and maintaining such insurance, and our fees for our services in placing and maintaining such insurance (collectively "Insurance Charge"), on which we may earn a profit, to the amounts due from you under this Lease. You will pay the Insurance Charge in equal installments allocated to the remaining Lease Payments. You acknowledge that we are not required to secure or maintain any insurance, and we will not be liable to you if we terminate any insurance coverage that we arrange.

7. **PURCHASE OPTION; AUTOMATIC RENEWAL.** If no default exists under this Lease, you will have the option at the end of the initial or any renewal term to purchase all (but not less than all) of the Equipment at the Purchase Option price shown above, plus any applicable taxes. Unless the Purchase Option price is \$1.00, you must give us at least 90 days written notice before the end of the initial lease term that you will purchase the Equipment or that you will return the Equipment to us. If you do not give us such written notice or if you do not purchase or deliver the Equipment in accordance with the terms and conditions of this Lease, this Lease will automatically renew for an additional 90-day period, and then on a monthly basis until you exercise a purchase option or deliver the Equipment to us.

8. **Default and Remedies.** You shall be in default under this Lease if (a) you fail to make any Lease payment or other payment within 10 days of its due date, (b) you do not perform any of your other obligations under this Lease and this failure continues for 10 days, (c) you become insolvent. If a default occurs, we may do one or more of the following: (a) terminate the Lease, (b) require that you immediately pay to us the balance of unpaid Lease payments plus the Equipment's anticipated residual value plus any other amounts due under this Lease, and (c) exercise any other legal right or remedy that we may have. If any Lease Payment is not paid to us within 3 days of its due date, you will owe us a late charge not to exceed the greater of 10% of each late payment or \$20.00 (or such lesser amount as is the maximum allowable under applicable law.) You agree to pay all of our costs of enforcing our rights against you, whether in a bankruptcy proceeding or otherwise, including reasonable attorneys' fees.

9. **Ownership; UCC.** You agree that we are the owner of the Equipment and that the Lease is a "finance lease" as defined in Article 2A of the UCC; however, in the event it is deemed to be a lease intended for security, you hereby grant to us a first priority security interest in the Equipment. **YOU AUTHORIZE US TO FILE A COPY OF THIS LEASE AND/OR ANY OTHER DOCUMENT AS A FINANCING STATEMENT AND APPOINT US OR OUR DESIGNEE AS YOUR ATTORNEY-IN-FACT TO EXECUTE AND FILE UCC FINANCING STATEMENTS ON YOUR BEHALF. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A.**

10. **INDEMNIFICATION.** You are responsible for any losses, damages, penalties, claims, suits and actions (collectively "Claims"), whether based on a theory of strict liability or otherwise caused by or related to (a) the manufacture, installation, ownership, use, rental, possession, or delivery of the Equipment or (b) any defects in the Equipment. You agree to reimburse us for and if we request, to defend us against, any Claims.

11. **Miscellaneous.** YOU AGREE TO USE THE EQUIPMENT ONLY FOR BUSINESS PURPOSES. YOU WARRANT THAT THE PERSON SIGNING THIS LEASE HAS THE AUTHORITY TO DO SO AND TO GRANT THE POWER OF ATTORNEY SET FORTH IN SECTION 9 OF THIS LEASE. YOU CONFIRM THAT YOU DECIDED TO ENTER INTO THIS LEASE RATHER THAN PURCHASE THE EQUIPMENT. YOU AUTHORIZE US TO CORRECT OBVIOUS ERRORS OR SUPPLY MISSING INFORMATION IN THIS LEASE WITHOUT NOTICE TO YOU. **YOU AGREE THAT THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY. YOU CONSENT TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN NEW JERSEY. IF A SIGNED COPY OF THIS AGREEMENT IS DELIVERED TO US, IT WILL BE BINDING ON YOU; HOWEVER, WE WILL NOT BE BOUND BY THIS AGREEMENT UNTIL WE ACCEPT IT BY MANUALLY SIGNING IT OR BY PURCHASING THE EQUIPMENT SUBJECT TO THE AGREEMENT, WHICHEVER OCCURS FIRST. YOU AND WE EXPRESSLY WAIVE ANY RIGHTS TO A TRIAL BY JURY.**

**US EXPRESS LEASING, INC.**

X \_\_\_\_\_  
 Authorized Signature Date

Print Name and Title

X *John P. Thompson* 1/27/09  
 Authorized Signature Date  
**John P. Thompson, County Judge**  
 Print Name and Title

**PERSONAL GUARANTY**

I hereby unconditionally guaranty the prompt payment and performance of all the Customer/Lessee's obligations stated above. US Express Leasing, Inc. ("USXL") is not required to legally proceed against Customer/Lessee or the Equipment before proceeding against me. I waive all defenses and notices to which I may be entitled. This is a continuing guaranty and will remain in effect in the event of my death and may be enforced by any assignee or successor of USXL. I authorize USXL or any of its assignees to obtain personal credit bureau reports regarding my credit history. **THIS PERSONAL GUARANTY IS GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY. I CONSENT TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN NEW JERSEY AND I EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY.**

X \_\_\_\_\_  
 Personal Guarantor (no title) Social Security Number

Print Name & Home Address/City/State/Zip Phone No:

**ACCEPTANCE OF DELIVERY**

You certify that all the Equipment listed above has been furnished to you, and that delivery and installation has been fully completed and satisfactory. Further, all terms and conditions of the Lease have been reviewed and agreed to by you. Upon your signing below, your promises herein will be irrevocable and unconditional. You understand and agree that we have purchased the Equipment from the above Supplier, whom you may contact for your warranty rights, which we transfer to you for the term of the Agreement. Your approval as indicated below of our purchase of the Equipment from the Supplier, its delivery and your acceptance is a condition precedent to the effectiveness of the Lease.

X *John P. Thompson* 1/27/09  
 Authorized Signature Date  
**John P. Thompson, County Judge**  
 Print Name & Title



Schedule A to Lease Agreement

Please fax completed and signed Supplemental Description of Equipment to -USXL at 1-866-329-8795. Questions or need assistance? Call 1-866-550-USXL - (1-866-550-8795)

Lease # 40554881

Lessee Name and address: Polk, County of 602 East Church Livingston, TX. 77351

This Addendum is attached to and made part of the Lease referenced above.

Supplier name and address:

Description of Equipment:

Quantity Make Model Serial Number

Table with columns: Quantity, Make, Model, Serial Number, Description, and ID. Rows include Human Resources, District Clerk, Treasurer, Delinquent Tax, Precinct #3, County Clerk Hallway, Judge Coker, and Aging Department.

Lessee and Lessor must sign below to confirm, accept and make binding this Addendum to the Lease Agreement.

Lessee: By: [Signature] Name: John P. Thompson Title: County Judge Lessor: US Express Leasing, Inc. By: Name: Title:

COPY



US Express Leasing

**ADDENDUM TO LEASE AGREEMENT**

Please fax completed and signed Addendum to 1-866-329-8795  
 Questions or need assistance? Call 1-866-550-8795

LESSEE NAME: POLK, COUNTY OFLEASE NO.: 40554881LESSEE ADDRESS: 602 East Church Livingston, TX. 77351

This Addendum supplements the provisions of the Lease Agreement identified by the Lease Number specified above ("Lease"). You and we make this Addendum an integral part of the Lease. Capitalized terms used in this Addendum that are not defined will have the meanings specified in the Lease. If there is any conflict between the Lease and this Addendum, then this Addendum will control and prevail.

- Funding Intent.** You reasonably believe that funds can be obtained sufficient to make all Lease Payments and other payments during the term of this Lease. You affirm that funds to pay Lease Payments and other payments under this Lease are available for your current fiscal year. You and we agree that your obligation to make Lease Payments under this Lease will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in this Lease will be interpreted as a pledge of your general tax revenues, funds or moneys.
- Use of Equipment.** The Equipment will be operated and controlled by you and will be used for essential government purposes and will be essential for the term of this Lease.
- Signatures.** You warrant you have taken the necessary steps; including any legal bid requirements under applicable law to arrange for acquisition of the Equipment; the approval and execution has been in accordance with all applicable open meeting laws; and that a resolution of the governing body of Lessee authorizing execution of the Lease has been duly adopted and remains in full force and effect.
- Non-Appropriation of Funds.** If sufficient funds are not appropriated and budgeted by your governing body in any fiscal year for Lease Payments or other payments due under this Lease, this Lease will terminate as of the last day of your fiscal year for which funds for Lease Payments are available. You will give us written notice within fifteen (15) days of the occurrence of such non- appropriation. Such termination is without any expense or penalty, except for the portions of the Lease Payments and those expenses associated with your return of the Equipment in accordance with Section 3 of this Lease for which funds have been budgeted and appropriated or are otherwise legally available. You agree that, to the extent permitted by law, (x) you will not terminate this Lease if any funds are appropriated by you or to you for the acquisition or use of equipment or services performing similar functions to the Equipment during your fiscal year in which such termination would occur and (y) you will not spend or commit funds for the acquisition or use of equipment or services performing functions similar to the Equipment until the fiscal year following the fiscal year for which funds were first not available for the Lease Payments.

All other terms and conditions of the Lease shall remain in full force and effect.

US EXPRESS LEASING, INC.

POLK, COUNTY OF

Lessor

X

Authorized Signature

Print Name &amp; Title

Date

Lessee

X

Authorized Signature

Print Name &amp; Title

Date

*John P. Thompson*  
 John P. Thompson, County Judge  
 1/27/09