

COPY

FOR EQUIPMENT LEASES UNDER \$100,000

LEASE AGREEMENT

Lease #: 40605602

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

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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, Tygris Vendor Finance, Inc. Our address is 10 Waterview Boulevard, Parsippany, New Jersey 07054.

Customer Information: Polk, County of 602 East Church Livingston, TX. 77351
Supplier Information: Texas Imaging Systems 2003 Atkinson, Lufkin TX. 75901
Equipment Description: Sharp MXM 550N Digital copier, Sharp MXM 450NCT Digital copier
End of Lease Purchase Option: Fair Market Value
Term and Payment: 60 Months, \$473.01

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").
2. No Warranties. You are leasing the Equipment "AS-IS" AND WE MAKE NO WARRANTIES TO YOU.
3. Equipment Use and Maintenance. You will keep the Equipment at the location stated above and maintain it in good working condition.
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.
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.
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...

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.
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.
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.
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.
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.

TYGRIS VENDOR FINANCE, INC.

X
Authorized Signature
Date
Print Name and Title

X
Authorized Signature
Date
Print Name and Title

PERSONAL GUARANTY

I hereby unconditionally guaranty the prompt payment and performance of all the Customer/Lessee's obligations stated above. Tygris Vendor Finance, Inc. ("TVF") 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 TVF. I authorize TVF 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.

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
Personal Guarantor (no title)
Social Security Number
Print Name & Home Address/City/State/Zip
Phone No:

X
Authorized Signature
Date
Print Name & Title

COPY



TYGRIS
COMMERCIAL FINANCE

SUPPLEMENTAL DESCRIPTION OF EQUIPMENT

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

LEASE#: 40605602
Lessee Name: Polk, County of
Lessee Address: 602 East Church Livingston, Texas 77351

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

Supplier Name: Texas Imaging Systems
Supplier Address: 2003 Atkinson Lufkin, Texas 75901

Description of Equipment:

Quantity	Make	Model	Serial Number
1	Sharp	AR F15 Finisher	
1	Sharp	AR FX8 Fax controller	
1	Sharp	MXNSX1 Scan controller	
1	Sharp	AR FN6 Finisher	
1	Sharp	AR DU4 Duplex	
1	Sharp	MXNSX1 Scan controller	

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

TYGRIS VENDOR FINANCE, INC.

Lessor
By: _____
Print Name
Title
Date

Polk County
John P. Thompson
Lessee
By: _____
Print name
County Judge
Title
4/28/09
Date