



EQUIPMENT FINANCE

Lease Agreement

APPLICATION NO.

1653945

AGREEMENT NO.

Send Account Inquiries to: 1310 Madrid Street, Suite 101 • Marshall, MN 56258 • Phone: (800) 328-5371 • Fax: (800) 328-9092
Send Payments to: P.O. Box 790448 • St. Louis, MO 63179-0448

The words Lessee, you and your refer to Customer. The words Lessor, we, us and our refer to U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance").

CUSTOMER INFORMATION

FULL LEGAL NAME			STREET ADDRESS	
County of Kittitas DBA Kittitas County Prosecutors			205 W 5 th Ave #213	
CITY	STATE	ZIP	PHONE	FAX
Ellensburg	WA	98926	509-926-7520	
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
County of Kittitas DBA Kittitas County Prosecutors			205 W 5 th Ave #213	
CITY	STATE	ZIP	E-MAIL	
Ellensburg	WA	98926		
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)				

SUPPLIER INFORMATION

NAME OF SUPPLIER			STREET ADDRESS	
Pinnell			3901 Kern Rd Ste 100	
CITY	STATE	ZIP	PHONE	FAX
Yakima	WA	98902	509-735-6317	

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NO.
Sharp MX-5111	

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

☐ See the attached Schedule A

TERM AND PAYMENT SCHEDULE

48 Payments* of \$ 320.00 *plus applicable taxes

The lease contract payment ("Payment") period is monthly unless otherwise indicated.

END OF LEASE OPTIONS

You will have the following option at the end of the original term, provided that no event of default under the Agreement has occurred and is continuing. To the extent that any purchase option indicates that the purchase price will be the "Fair Market Value" (or "FMV"), such term means the value of the Equipment in continued use. 1) Purchase all but not less than all the Equipment for the Fair Market Value per paragraph 1, 2) Renew the Agreement per paragraph 1, or 3) Return the Equipment per paragraph 3.

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

LESSOR ACCEPTANCE

U.S. Bank Equipment Finance

LESSOR	SIGNATURE	TITLE	DATED
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CUSTOMER ACCEPTANCE

By signing below, you certify that you have reviewed and do agree to all terms and conditions of this Agreement on this page and on page 2 attached hereto. Notwithstanding anything to the contrary on page 2, the Agreement shall commence on the day that the Equipment is delivered to you and the Agreement shall be irrevocable and non cancelable in all respects thereafter.

County of Kittitas DBA Kittitas County Prosecutors

CUSTOMER (as referenced above)

FEDERAL TAX I.D. #

SIGNATURE

TITLE

DATED

PRINT NAME

Page 1 of 2

1. **AGREEMENT:** For business purposes only, you agree to lease from us the goods (the "Equipment") and/or to finance certain licensed software and services ("Financed Items", which are included in the word "Equipment" unless separately stated), all as described on page 1 of this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name and address. This Agreement becomes valid upon execution by us and will start on the date we pay the supplier. Interim rent/due date adjustments will be in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Agreement start date and the first Payment due date. This Agreement will renew for 12-month term(s) unless you purchase or return the Equipment (according to the conditions herein) or send us written notice between 90 and 150 days (before the end of any term) that you do not want it renewed. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others.

2. **RENT, TAXES AND FEES:** You will pay the monthly Payment (as adjusted) when due, plus any applicable sales, use and property taxes. The base Payment will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and (3) to comply with the tax laws of the state in which the Equipment is located. If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you a fee of \$35.00 for any filing required by the Uniform Commercial Code (UCC). By the date the first Payment is due, you agree to pay us an origination fee of \$75.00, as shown on our invoice or addendum, to cover us for all closing costs. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST:** At your expense, you agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at your address shown on page 1, and you agree not to move it unless we agree. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, if you do not purchase the Equipment, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory. You grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1). You will not change your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. Your insurance policy(s) will provide for 10 days advance written notice to us of any modification or cancellation. You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, you agree to pay a monthly property damage surcharge ("PDS") of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, under the PDS program that is further described on a letter from us to you. We may make a profit on this program. Under this program, AS LONG AS YOU ARE NOT IN DEFAULT AT THE TIME OF A LOSS (excluding losses from intentional acts), the remaining balance owed on the subject Equipment will be forgiven. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and you do not have the PDS program you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 3%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment. All indemnities will survive the expiration or termination of this Agreement.

5. **ASSIGNMENT:** YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent. Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign or transfer this Agreement, the new Lessor will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the new Lessor will not be subject to any claims, defenses, or offsets that you may have against us. You shall cooperate with us in executing any documentation reasonably required by us or our assignee to effectuate any such assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (a) you do not pay any Payment or other sum due to us when due or if you break any of your promises in this Agreement or any other agreement with us or any of our affiliates, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or if less, the maximum charge allowed by law. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 3%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us to a location we specify; and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that your rights and remedies are governed exclusively by this Agreement. You waive all rights under Article 2A (508-522) of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will not be subject to any penalties.

7. **INSPECTIONS AND REPORTS:** We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair. Within 30 days after our request, you will deliver all requested information which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. Financial information will generally not be required unless your exposure with us exceeds \$1,000,000. Unless otherwise accepted by us, each financial statement submitted to us shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains.

8. **FAXED OR SCANNED DOCUMENTS, MISC.:** Any faxed or scanned copy may be considered the original, and you waive the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our affiliates and agents. These calls and messages may incur access fees from your provider.

9. **WARRANTY DISCLAIMERS:** YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF THE SUPPLIER, AND NOTHING THE SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATION UNDER THIS AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARDS TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.

10. **LAW, JURY WAIVER:** Agreements, promises and commitments made by Lessor, concerning loans and other credit extensions must be in writing, express consideration and be signed by Lessor to be enforceable. This Agreement may be modified only by written agreement and not by course of performance. This Agreement will be governed by and construed in accordance with Minnesota law. You consent to jurisdiction and venue of any state or federal court in Minnesota and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.

PINNELL

Sales Agreement

Ship To				Bill To			
Company	County of Kittitas			Company	County of Kittitas		
Department	Kittitas County Prosecutors			Department	Kittitas County Prosecutors		
Address	205 W 5th Ave #213			Address	205 W 5th Ave #213		
City / State / Zip	Ellensburg	WA	98926	City / State / Zip	Ellensburg	WA	98926
Billing Contact				Key Operator	Robin Rapp		
Phone #	509-926-7520			Phone #	509-926-7520		
Fax #				Fax #	0		
E-mail Address	robin.raap@co.kittitas.wa.us			E-mail Address	robin.raap@co.kittitas.wa.us		

Date	Representative	Purchase Type	Purchase Terms	IT Contact:	
10/24/12	Bamie	Lease	48 Months	IT Phone:	
Qty	Description	Unit Price	ID#	Start Meter	Sales Amount
1	Sharp MX-5111N				\$320.00 per month
1	MX-FN10 Saddle Stitch Finisher				\$ -
1	MX-RB11 Paper Pass Unit				\$ -
1	MX-PNX5B Hole Punch				\$ -
1	MX-DE16 2 x 500 Sheet Paper Drawers				\$ -
1	MX-TRX2 Exit Tray				\$ -
2	MX-NSX1 Sharp Desk Licenses				\$ -
	Maintenance Below				

Professional Services:					
-					\$ -
-					\$ -
-					\$ -
-					\$ -
-					\$ -

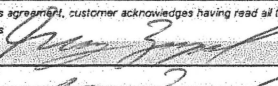
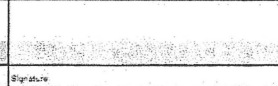
Pre-Existing Equipment to be added:					
Qty	Description	Unit Price	ID#	Start Meter	Sales Amount
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

See Addendum	X	FEDERAL TAX ID NUMBER	
Additional Special Instructions:			SubTotal
48 Month FMV Lease through US Bank for \$320.00 per month			Tax
			Delivery
			TOTAL
			\$320.00 per month

Maintenance Plan - MFP							
Overage Billing Frequency		Base Billed Monthly Unless Specified				Overage Cost per Copy	
Annual	Semi-An	Base B/W	\$ 40.21	Volume B/W	6,383	Overages B/W	\$ 0.0063
Quarterly	X Monthly	Base Color	\$ 35.39	Volume Color	437	Overages Color	\$ 0.0810
Declined Maintenance		Pinnet will install software to automatically download meters for contract billing. Pinnet may charge additional fees for meter collection should customer decline installation.				Accept	X Decline

Maintenance Plan - Printers							
Overage Billing Frequency		Base Billed Monthly Unless Specified				Overage Cost per Copy	
Annual	Semi-An	Base B/W	\$ -	Volume B/W	-	Overages B/W	\$ -
Quarterly	Monthly	Base Color	\$ -	Volume Color	-	Overages Color	\$ -
Declined Maintenance		Pinnet will install software to automatically download meters for contract billing. Pinnet may charge additional fees for meter collection should customer decline installation.				Accept	X Decline

Maintenance Plans - ColorCube							
Overage Billing Frequency		Base Billed Monthly Unless Specified				Overage Cost per Copy	
Annual	Semi-An	Meter 1 - Useful	\$ 0.00	Volume Meter 1	0	Overages Meter 1	\$ -
Quarterly	Monthly	Meter 2 - Everyday	\$ 0.00	Volume Meter 2	0	Overages Meter 2	\$ -
		Meter 3 - Expressive	\$ 0.00	Volume Meter 3	0	Overages Meter 3	\$ -
Declined Maintenance		Pinnet will install software to automatically download meters for contract billing. Pinnet may charge additional fees for meter collection should customer decline installation.				Accept	X Decline

Purchase Authorization				Pinnell Authorization			
By signing this agreement, customer acknowledges having read all terms and conditions				10/24/2012			
Signature: 				Signature: 			
Date: 10/30/12				Date: 10/24/2012			
Print Name: Bamie Nuxall				Print Name: Robin Rapp			
County of Kittitas				County of Kittitas			
Customer				Sales Rep			

TERMS AND CONDITIONS

1. COLORQUBE EQUIPMENT

ColorQube Equipment identified in the Agreement will have a Tier 3 plan. This plan is billed using three meters, each with a different Print Charge or Charge per Impression. The meter identified as "BW CLR" counts (i) black and white impressions and (ii) color impressions that have up to 286,000 color pixels (also referred to as Useful Color). The meter identified as "CLR LVL2" counts color impressions with more than 286,000 color pixels and up to 1,900,000 color pixels (also referred to as Everyday Color). The meter identified as "CLR LVL3" counts color impressions with more than 1,900,000 color pixels (also referred to as Expressive Color). The ColorQube Equipment automatically determines the color pixel count for each impression and records the impression on the appropriate meter.

2. DESCRIPTION OF COVERAGE

This agreement covers the labor and parts as deemed necessary by the Field Service Technician through normal operation of the equipment. Labor performed during a service call includes testing, programming, adjusting and cleaning of the equipment, also repair or replacement of parts described in paragraph 4.

3. INSTALLATION OF MACHINES

Pinnell will remotely install print drivers on up to 5 desktop PC's or a Print Server for the device(s) on the reverse side of this agreement. Setup of up to 5 PCs to scan via FTP (File Transfer Protocol) or SMB (Scan to Network Folder), or setup of scan to email if an on-site Exchange server is available. Pinnell will install our 360 APP for proactive service alerts, automated toner replenishment on networked devices, and automated meter readings. Pinnell will not, make changes to your network environment, server operation, or email server. Make changes to any server or desktop applications like firewalls or anti-virus software or make any changes not approved by your external or internal IT department. If your machine configuration includes an External-Raster Image Processor (RIP), we will load remote log in software on the RIP that will allow us to troubleshoot/fix your RIP remotely.

4. SERVICE CALLS AND REPLACEMENT OF PARTS/SUPPLIES

Service calls under this agreement will be made during Pinnell's normal business hours at the Installation address shown on the reverse side of this agreement. Normal business hours are Monday through Friday from 8:00 a.m. to 5:00 p.m. All parts/supplies necessary to the operation of the equipment are included in this agreement except: Staples, Paper, and Photoconductor units for Faxes. If the customer makes any changes, additions, or adds new hardware to their network, we are available to provide network services, remotely or on-site, for a fee. Customer agrees that Pinnell shall have full and free access and sufficient workspace to provide service on the equipment covered by this agreement. Any damages caused by customer abuse are not covered under this agreement.

5. SHOP REPAIRS

During the term of this agreement, it may be necessary to bring the covered equipment into the Pinnell repair facility to determine the problem and repair the machine. During this time, we will provide a loaner machine of like capabilities for the customer to use. The page count from the loaner machine will be incorporated into the normal billing of the original machine at the current rate.

6. CHARGES AND TERM

The initial charge for maintenance under this agreement shall be the amount set forth on the reverse side of this document. This agreement shall become effective upon receipt of payment by Pinnell of the maintenance charges provided on the reverse side of this agreement and coverage shall be consistent with the term of the lease or a 5 year period if purchased. The maintenance portion of this agreement will be increased 10% annually.

7. MISCELLANEOUS

This agreement shall be governed by and construed according to the laws of the State of Washington applicable to agreements wholly negotiated, executed and performed in Washington. This agreement may not be transferred if equipment is sold, or title is transferred, unless agreed to by Pinnell. This agreement is non-cancelable or refundable. Customer shall pay all taxes with respect to the purchase price listed on the reverse side of this agreement. There are no understandings, representations, and agreements other than those set forth herein. This agreement shall not be amended or altered except in writing signed by the authorized representatives of the parties.

