

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 P	rosecutors	205 W 5 ^{lh} 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 P		205 W 5 ^{lh} Ave #213		
CITY STATE Ellensburg WA	ZIP	E-MÁIL		
Ellensburg WA EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)	98926			<u></u>
EGOIPMENT COCKTION (IF DIFFERENT PROMINGOVE)				
CURRY FOR WEARING				
SUPPLIER INFORMATION				
NAME OF SUPPLIER		STREET ADDRESS 3901 Kern Rd Ste 100		
Pinnell	7/0	PHONE PHONE		
Yakima WA	ziP 98902	509-735-6317	FAX	
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EQUIPMENT DESCRIPTION				
MAKE/MODEL/ACCESSORIES			SERIAL NO.	
Sharp MX-5111				
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together with all replacements, parts, repairs, additions, and	accessions incorporated therein or	attached thereto and any and all proceeds of the	foregoing, including, without lim	illation, insurance recoveries.
		the attached Schedule A		
TERM AND PAYMENT SCHEDULE				
48 Payments* of \$	320.00	*plus applicable taxes		
The lease contract payment ("Payment") period is monthly u	inless otherwise indicated.			
END OF LEASE OPTIONS				
ou will have the following option at the end of the original ter	m, provided that no event of defau	ult under the Agreement has occurred and is con	ntinuing. To the extent that any	purchase option Indicates that the
urchase price will be the "Fair Market Value" (or "FMV"), such , 2) Renew the Agreement per paragraph 1, or 3) Return the E	term means the value of the Equip			
				
THIS IS A NONCANCELABLE / IRRE	EVOCABLE AGREEM	ENT; THIS AGREEMENT CANN	OT BE CANCELED	OR TERMINATED.
LESSOR ACCEPTANCE				
			7	
U.S. Bank Equipment Finance				
LESSOR	SIGNATURE		TITLE	DATED
CUSTOMER ACCEPTANCE				
signing below, you certify that you have reviewed and do agree to mmence on the day that the Equipment is delivered to you and the			votwinstanding anything to the co	nurary on page 2, the Agreement shall
County of Kittitas DBA Kittitas County	V		7	
Prosecutors	A 20 20 20 20 20 20 20 20 20 20 20 20 20			
CUSTOMER (as referenced above)	SIGNATURE		TITLE	DATED
91-6001349		or the second se		
FEDERAL TAX LD. #		PRINT NAME		

- 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 went 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 properly 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 filling 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 tess 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 eny other form of memory. You grant us a security interest in the Equipment to secure all amounts you own us under any agreement with us, and you authorize us to file a financing statement (UCC-1). You will not change 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 fender'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 salisfactory 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 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 unique balance of this Agreement. You agree to provide us of the end of the term plus the anticipated purchase price of the Equipment (both discounted at 3%). Any preceeds of insurance will be paid to us and credited, at our option, against a
- 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 guarantor defaults, so it 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 put he unpaid ablance of this Agreement, including any future Payments 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 belances, 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 alterney'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 s
- 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 faxismite 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 diating 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 FORM, 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.

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PINNELL

Sales Agreement

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							Ellensburg WA S				
Billing Contact								Robin Repp			
Phone # 509-926-7520					Phone #		509-926-7520				
Fax # E-mail Address tobin.raap@co.kitiias.wa.us					Fax #		robin.reap@co.kittitas.wa.us				
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TERMS AND CONDITIONS

1. COLOROUBE FOUIPMENT

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.

