

MESA BUSINESS MACHINES

Authorized SHARP Representative

MAINTENANCE AGREEMENT

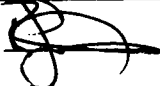
IN ORDER TO MAINTAIN YOUR EQUIPMENT IN EFFICIENT OPERATING CONDITION, MESA AGREES TO FURNISH MAINTENANCE AT THE BELOW LISTED RATE AND UPON THE FOLLOWING TERMS:

- A. THE EQUIPMENT WILL RECEIVE CLEANING, ADJUSTMENTS AND OTHER REPAIRS NECESSARY TO MAINTAIN FACTORY SPECIFICATIONS.
- B. REPLACEMENT OF NECESSARY PARTS, AS WELL AS PROBLEM AND DOWN CALLS, ARE INCLUDED, WITH THE EXCEPTION OF: SEE CLAUSE I. **COST PER COPY**
****See Clause "D" ****
- C. SERVICE WILL BE PROVIDED MONDAY THROUGH FRIDAY, EXCEPT FOR HOLIDAYS. **B & W: .015**
SCANS: N/C
- D. SUPPLIES INCLUDED IN THIS AGREEMENT CONSIST OF CONSUMABLE SUPPLIES: **TONER, DEVELOPER, CLEANING BLADES, DRUM BLADE, FUSING AND PAPER FEED ROLLERS, AND CORONA WIRE. SUPPLIES DO NOT INCLUDE PAPER AND STAPLES.** **MAKE & MODEL**
SHARP
MX-B402
- INCLUDED FOR THE 36 MONTH PERIOD: B&W COPIES: 4,300 ALLOWED PER MONTH @ .015, WITH OVERAGES ADDITIONAL @ .015 EACH; SCANS: NO CHARGE FOR SCANS**
- E. MESA RESERVES THE RIGHT TO CANCEL OR ADJUST THE COSTS ASSOCIATED WITH THIS AGREEMENT WITH 30 DAYS NOTICE.
- F. ON NETWORKED IMAGERS, THIS MAINTENANCE AGREEMENT DOES NOT INCLUDE NETWORK ISSUES ON CUSTOMER LOCAL AREA NETWORKS, THIRD PARTY SOFTWARE OR PROBLEMS LOCATED BEYOND CUSTOMERS WALL LAN OUTLET. **SERIAL NUMBER:**
- G. ISSUES WITH SHARP EQUIPMENT ARE COVERED UNDER THE MAINTENANCE AGREEMENT. NETWORK OR COMPUTER ISSUES SPECIFIC TO A PARTICULAR COMPUTER AND/OR NETWORK SETTING(S) ARE NOT COVERED UNDER THE MAINTENANCE AGREEMENT. **BEGINNING COPY COUNT:**
- a. THIS MAINTENANCE AGREEMENT COVERS INSTALLATION OF UP TO THREE (3) COMPUTERS AT TIME OF THE INITIAL SALE AND EQUIPMENT SET-UP. **B & W: New; -0-**
- b. FOLLOWING INITIAL SALE & SET UP OF EQUIPMENT, ALL SUBSEQUENT COMPUTER NETWORKING ISSUES ARE CHARGED TO THE CUSTOMER AT A RATE OF \$ 135.00/HR, WITH A 1 (ONE) HOUR MINIMUM. **SCANS: New; -0-**
- H. ALL MAINTENANCE CUSTOMERS PLEASE NOTE:
- a. IF EQUIPMENT/COPIER IS MOVED BY THE CUSTOMER, THIS CONTRACT IS NULL AND VOID.
- b. IF EQUIPMENT/COPIER IS NOT CONNECTED TO THE ELECTRICAL OUTLET(S) VIA SURGE PROTECTION DEVICES THIS CONTRACT IS NULL AND VOID.
- I. CALLS RESULTING FROM CUSTOMER ABUSE, NEGLIGENCE, ACCIDENTS, THEFT, VANDALISM, POWER SURGES, FAILURE OF POWER, AND ACTS OF NATURE ARE NOT COVERED BY THIS CONTRACT.
- J. THIS MAINTENANCE AGREEMENT IS EFFECTIVE **09/04/2015 TO 09/04/18**, AND SHALL AUTOMATICALLY RENEW YEARLY, WITH THE UNDERSTANDING THAT ANY CHANGES SHALL OCCUR ONLY UPON 30-DAYS PRIOR WRITTEN NOTICE TO ALL CONCERNED PARTIES. **DATE: 09/04/2015**

CUSTOMER: 97TH DISTRICT JUDGE MONTAGUE COUNTY PHONE: 940-538-4314

ADDRESS: P.O. BOX 530 CITY/ST: HENRIETTA ZIP: 76365

PRINT NAME: Rick Lewis E-MAIL: 97ctib@gmail.com

CUSTOMER SIGNATURE:  DATE: 9-14-2015

MESA SIGNATURE: _____ DATE: _____

MESA BUSINESS MACHINES, INC.
 P.O. BOX 95
 WICHITA FALLS, TX 76307
 PHONE: (940) 723-0757 FAX: (940) 723-0797

Invoice

DATE	INVOICE NO.
8/24/2015	69392

BILL TO
97TH DISTRICT JUDGE P.O. BOX 530 HENRIETTA, TX 76365

TERMS	REP		PROJECT
Net 18		8/24/2015	

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
LEASE	LEASE #20150901; SHARP MX-B402; LOCATED AT 101 E. FRANKLIN; MONTAGUE, TX 76251; LEASE PAYMENT #1 OF 36	1	192.00	192.00
DOCUMENT	DOCUMENTATION FEE; ONE-TIME ONLY FILING FEE; LEASE #20150901; SHARP MX-B402	1	45.00	45.00
	Exempt from sales tax		0.00%	0.00

Payable to Mesa Business Machines, Inc.	Total	\$237.00
---	--------------	----------

As always, please feel free to call us at (940) 723-0757, with any questions or concerns you have.

Thank you for your business!

Payments / Credits	\$0.00
---------------------------	--------

Balance Due	\$237.00
--------------------	----------

EQUIPMENT LEASE AGREEMENT

FULL LEGAL NAME AND ADDRESS OF LESSEE 97 TH DISTRICT JUDGE MONTAGUE COUNTY P.O. BOX 530 HENRIETTA, TX 76365	SUPPLIER OF EQUIPMENT MESA BUSINESS MACHINES 4084 REGENT DRIVE WICHITA FALLS, TX 76308
CONTACT & PHONE NUMBER: LINDA BURLESON; 940-538-4314	CONTACT & PHONE NUMBER: DAVID JOHNSON: 940-723-0757

LESSOR MESA LEASING

DESCRIPTION OF EQUIPMENT			
NEW/USED	QUANTITY	MAKE AND DESCRIPTION	SERIAL NUMBER
NEW	1	SHARP MX-B402	

EQUIPMENT TO BE DELIVERED AND LOCATED AT: (IF DIFFERENT THAN ABOVE) 101 E. FRANKLIN; MONTAGUE, TX 76251

TERMS AND CONDITIONS OF EQUIPMENT LEASE AGREEMENT ("LEASE")				
TOTAL LEASE TERM NUMBER OF MONTHS	ADVANCE RENTALS PAID NUMBER OF MONTHS	LEASE RENTALS REMAINING NUMBER OF MONTHS	FIRST MONTHLY PAYMENT DUE	RESIDUAL VALUE MUTUALLY AGREED TO BE \$ 1.00
36	-0-	36	09/11/15	
INITIAL PAYMENT		MONTHLY PAYMENT		
FIRST MONTH	\$ 192.00	BASE RENT	\$ 192.00	
LAST MONTHS		SALES/USE TAXES		
DOCUMENTATION FEE	\$ 45.00	OTHER		
SALES TAX				
TOTAL INITIAL PAYMENT	\$ 237.00	TOTAL MONTHLY PAYMENT	\$ 192.00	

TERMS AND CONDITIONS

Lessor will lease to Lessee and Lessee will lease from Lessor the above described personal property (collectively the "Equipment" and individually an "Item") under the terms of this equipment lease agreement ("lease").

1. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT THE MANUFACTURER OR DEALER OF THE EQUIPMENT, NOR AN AGENT OF EITHER, AND LESSEE REPRESENTS THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S JUDGMENT PRIOR TO HAVING REQUESTED LESSOR TO PURCHASE THE EQUIPMENT FOR LEASING TO LESSEE. LESSEE ACKNOWLEDGES THAT THE EQUIPMENT IS OF A DESIGN, SIZE, FITNESS AND CAPACITY SELECTED BY LESSEE AND THAT LESSEE IS SATISFIED THAT THE SAME IS SUITABLE AND FIT FOR LESSEE'S INTENDED PURPOSES LESSEE FURTHER ACKNOWLEDGES THAT LESSOR HAS MADE AND MAKES NO, AND SPECIFICALLY DISCLAIMS ANY, REPRESENTATIONS OR WARRANTIES OF WHATSOEVER NATURE, DIRECT OR INDIRECT, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO SUITABILITY, DURABILITY, FITNESS FOR USE OR MERCHANTABILITY OF ANY OF THE EQUIPMENT. LESSEE SPECIFICALLY WAIVES ALL RIGHTS TO MAKE CLAIMS AGAINST LESSOR FOR BREACH OF ANY WARRANTY OF ANY KIND WHATSOEVER. LESSOR HEREBY PASSES TO LESSEE ANY WARRANTIES RECEIVED BY LESSOR AS TO THE EQUIPMENT TO THE EXTENT ASSIGNABLE. LESSOR SHALL NOT BE LIABLE TO LESSEE FOR ANY LOSS, DAMAGE OR EXPENSE OF ANY KIND OR NATURE CAUSED DIRECTLY OR INDIRECTLY BY ANY EQUIPMENT, FOR THE FAILURE OF OPERATION THEREOF, FOR THE REPAIRS, SERVICE OR ADJUSTMENT THERETO, FOR ANY DELAY OR FAILURE TO PROVIDE ANY THEREOF, FOR ANY INTERRUPTION OF SERVICE OR LOSS OF USE THEREOF, OR FOR ANY LOSS OF BUSINESS OR ANY OTHER DAMAGE WHATSOEVER AND HOWSOEVER CAUSED. WITHOUT LIMITING THE GENERALITY OF PARAGRAPH 5, NO DEFECT OR UNFITNESS OF THE EQUIPMENT SHALL RELIEVE LESSEE OF THE OBLIGATION TO PAY RENT OR ANY OTHER OBLIGATION UNDER THIS LEASE.

2. LESSEE'S OBLIGATIONS. Lessee's obligations under this lease as to an Item (other than the obligation to pay rent, which commences as set forth in paragraph 3) commence at such time as Lessor has any interest in or obligation as to the Item and end, unless otherwise indicated, when the Equipment is surrendered to Lessor in accordance with paragraph 12.

3. PAYMENTS. The initial Monthly Rental Payment is due and payable on the date indicated above, and subsequent Monthly Rental Payments will be due on the same day of each month thereafter until the cessation of Lessee's obligations as provided in paragraph 2 whether or not an invoice is rendered or received. Sales and use taxes applicable to the rent will be added to the rent. Other amounts due Lessor from Lessee hereunder are payable upon Lessee's receipt of an invoice therefore. Lessee will pay Lessor amounts due under this lease as Lessor directs. Advance rental payments, if required under this lease, will be applied to the final and preceding rent payment or payments until exhausted provided there has been no default under the lease. In the event of a default, payments made under the lease may be applied to Lessee's obligations to Lessor in any order Lessor chooses.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS, WHICH ARE PART OF THIS LEASE.

The Initial Payment described above shall be tendered by the Lessee by check made payable to the LESSOR, which payment shall be accompanied by the Lease Agreement, as duly executed by the Lessee. By execution of this Lease Agreement, Lessee requests Lessor to purchase or order the Equipment from the Supplier or Vendor and lease the Equipment to the Lessee hereunder. Execution of the Lease Agreement by a duly authorized officer of Lessor at Lessor's business address indicated herein indicates Lessor's acceptance of such offer. Lessee authorizes the Lessor to insert serial numbers or other identification data as to the Equipment described above. LESSEE WARRANTS THAT THE EQUIPMENT WILL BE USED SOLELY FOR COMMERCIAL OR BUSINESS USE. THIS LEASE IS NON-CANCELLABLE BY THE LESSEE.

LESSOR AND LESSEE HAVE EXECUTED THIS LEASE EFFECTIVE AS OF	<u>AUGUST 24, 2015</u>
MESA LEASING (LESSOR)	<i>Rick Lewis</i> (PRINT FULL LEGAL NAME OF LESSEE ABOVE)
BY: <i>[Signature]</i>	BY: <i>[Signature]</i> (AUTHORIZED SIGNATURE AND TITLE)
BUSINESS ADDRESS: 4084 Regent Drive; W.F., TX 76308	BY: _____ (AUTHORIZED SIGNATURE AND TITLE)

4. NO AGENCY. LESSEE ACKNOWLEDGES THAT NEITHER THE SUPPLIER NOR ANY FINANCIAL INTERMEDIARY NOR ANY AGENT OF EITHER IS AN AGENT OF LESSOR AND FURTHER THAT NONE OF SUCH PARTIES IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS LEASE. NO REPRESENTATION AS TO THE EQUIPMENT OR ANY OTHER MATTER BY ANY SUCH PARTY IS BINDING UPON LESSOR OR WILL AFFECT LESSEE'S DUTY TO PAY THE RENT AND PERFORM ITS OTHER OBLIGATIONS UNDER THIS LEASE.

5. NET LEASE: NO OFFSET. This is a net lease terminable only as expressly provided herein. Lessee may not terminate its obligations hereunder for any reason whatsoever. Lessee's obligation to make all payments under this lease is absolute and unconditional and will not be subject to any abatement, counterclaim, recoupment, offset or defense. Lessee's obligations under this lease survive the expiration or earlier termination of the lease.

6. LESSOR TERMINATION. Provided the Certificate of Acceptance for the Equipment has not previously been executed and delivered to Lessor, Lessor may terminate its obligations hereunder and tender to Lessee all obligations and duties with respect to the Equipment by giving Lessee notice of such termination (a) subsequent to sixty(60) days from the date of this lease or such earlier or later date of which Lessor may give Lessee notice. (b) upon a material adverse change in Lessee's financial condition or probable ability to perform its obligations under this lease or (c) if this lease is in default.

7. DELIVERY; ACCEPTANCE. Lessee will either (a) execute and deliver the Certificate of Acceptance for the Equipment thereby accepting the Equipment for all purposes of this lease or (b) give Lessor notice specifying any proper objection to an Item within the lesser of (i) fourteen (14) days of completion of the delivery of the Equipment or (ii) the remaining commitment period specified in paragraph 6. If Lessee has not furnished Lessor with the Certificate of Acceptance within this period, Lessee will, upon Lessor's request, assume all of Lessor's rights and obligations as purchaser of the Equipment, and Lessor's obligations hereunder and related hereto will terminate.

8. LOCATION; INSPECTION; USE. Lessee will keep, or, if the item is mobile, permanently garage and not remove from such location for more than thirty (30) days or from the United States for any period, each Item in Lessee's possession and control at the Equipment Location or at such other location to which the Item may have been moved or at which it is permanently garaged with the prior written consent of Lessor. Upon request, Lessee will advise Lessor as to the exact location of an item. Lessor may inspect an Item during normal business hours, and Lessee will ensure that Lessor may enter the premises where the Item may be located for such purposes. Each Item will be used solely for commercial or business purposes and operated in a careful and proper manner and in compliance with all applicable governmental requirements. All requirements under insurance policies carried under this lease and all manufacturer's instructions and warranty requirements. Any modifications or additions to an Item required by any governmental requirement or insurance policy will be promptly made by Lessee at its expense.

9. ALTERATIONS. Without Lessor's prior written consent, Lessee will not make any alterations, additions or improvements to an Item which detract from its economic value or functional utility except as may be required under paragraph 8. All alterations, additions, and improvements made to an Item which cannot be readily removed and all alterations made to comply with governmental requirements will be deemed accessions to the Item and will be returned to Lessor with the Item.

10. MAINTENANCE. Lessee will maintain the Equipment in good repair, condition, and working order, will furnish all parts, mechanisms, devices and labor required to keep the Equipment in such condition and will furnish all materials involved in the Equipment's operation. Lessee will cause each Item for which a service contract is generally available to be covered by such contract which provides coverage's typical as to property of the type involved and is issued by a competent servicing entity.

11. LOSS AND DAMAGE; CASUALTY VALUE. Lessee will bear the risk of loss, theft, destruction or requisition of or damage to an Item from any cause ("Casualty Occurrence"). No Casualty Occurrence will relieve Lessee from its obligations under this lease, except as specified in the final sentence of this paragraph. Lessee will give Lessor prompt notice ("Casualty Occurrence and will thereafter place the Item in good repair, condition and working order; provided, however, that if the Item is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair or is requisitioned or Lessee at the time of the payment (b) the remaining rents as to such item each discounted at ten percent (10%) per annum simple interest from the date due to the date of payment and (c) the "Residual Value" which shall equal ten percent (10%) of Lessor's total purchase cost for such Item, unless a different "Residual Value" has been agreed upon in writing between the Lessor and Lessee. Upon such payment this lease will terminate as to such item, and Lessee will become entitled thereto AS-IS, WHERE-IS without any warranty whatsoever.

12. SURRENDER. Unless the Lessee exercises the Purchase Option described within paragraph 24, then upon the expiration of the Rental Term, or earlier termination of this lease, Lessee will promptly return the Item, properly packed and crated with freight prepaid, to Lessor at a location Lessor specifies in the same repair, condition and working order as at the commencement of the term hereof, reasonable wear and tear excepted. Lessor can direct Lessee to store the Item at Lessee's expense for up to ninety (90) days prior to its return in which case Lessee's obligations other than the term pay rent will continue as to the Item through the storage period.

13. TITLING; REGISTRATION. Each Item subject to title registration laws will at all times be titled and/ or registered by Lessee on behalf of Lessor in such a manner and jurisdictions as Lessor directs. Lessee will promptly notify Lessor of any necessary or advisable retitling and/ or re-registration of an Item in a jurisdiction other than one in which the Item is then titled and/ or registered. Lessee will cause all documents of title to be furnished Lessor within sixty (60) days of the date any titling or registering is directed.

14. TAXES. Lessee will pay as directed by Lessor or reimburse Lessor for all taxes, fees, fines, penalties and other governmental assessments (exclusive of federal and state taxes based on Lessor's net income) imposed upon the Equipment. Lessor's purchase of the Equipment, amounts due hereunder or otherwise related to this lease or the tax returns in connection with such obligations will, at Lessor's option, be prepared and filed by Lessor or by Lessee in such manner as Lessor may direct. If Lessee holds an exemption which would eliminate Lessor's liability as to any contemplated assessment, Lessee will nevertheless remain liable for the amount until Lessee provides Lessor evidence of the exemption satisfactory to Lessor.

15. INSURANCE. Lessee will maintain and pay for (a) all risk insurance on the Equipment for not less than the full replacement value thereof naming Lessor as Loss Payee and (b) combined public liability and property damage insurance with a single limit of not less than \$1,000,000 per occurrence, or such greater or lesser amount as Lessor may from time to time require on notice to Lessee, naming Lessor as an Additional Insured. All such insurance must be in a form and with companies approved by Lessor, must name Lessee as a Named Insured, must provide at least thirty (30) days advance written notice to Lessor of material change or cancellation, must provide where applicable full breach of warranty protection and must provide that the coverage is "primary" (does not require contribution from Lessor's or any other applicable coverage). Lessee will cause this insurance to provide the same protections to any assignee of Lessor of whom Lessee is given notice as such assignee's interests may appear. Lessee will promptly notify all affected parties of any occurrence which may become the basis of a claim under any such policy and will provide each party all requested pertinent data. The proceeds of this insurance, at the option of Lessor or its assignee, as appropriate, will be applied toward (a) the repair of any applicable Items, (b) payment of their Casualty Value and/ or (c) payment of any other accrued obligations of Lessee to Lessor. Any excess remaining will belong to Lessee. Lessee hereby appoints Lessor as Lessee's attorney-in-fact with full power and authority to do all things, including, but not limited to, making and settling claims, receiving payments and endorsing documents, checks or drafts. Necessary or advisable to secure payments due under any policy contemplated hereby on account of a Casualty Occurrence. Lessee will deliver or cause to be delivered to Lessor certificates of insurance evidencing the coverage required above.

16. LESSOR'S PAYMENT. If Lessee fails to perform any of its obligations under the lease, Lessor may perform (without releasing Lessee for its failure to perform) the obligation, and Lessee will reimburse Lessor for the cost of its performance.

17. INDEMNITY. Lessee will indemnify, defend and hold harmless Lessor from and against any liabilities, losses, claims, actions and expenses, including court costs and legal expenses, incurred by or asserted against Lessor in any way relating to this lease or the manufacture, purchase, ownership, delivery, lease, possession, use, operation, condition, return or other disposition of the Equipment by Lessor or Lessee, including any claim alleging latent or other defects or any other claim arising out of strict liability in tort (whether or not in either case relating to an event occurring during the term of this lease) and any claim for patent, trademark or copyright infringement. Each party will give the other notice of any event covered hereby promptly following learning thereof.

18. DEPOSIT. The Lessee has deposited with the Lessor the security deposit, in the amount set out and described above, as security for the faithful performance by the Lessee of the terms, covenants, and conditions of this lease and as security to protect the Lessor's ownership rights and interest in the leased Equipment. The security deposit shall be held by the Lessor until the expiration of the lease, at which time the security deposit shall be repaid to the Lessee, without interest, if and conditional upon, Lessee's full compliance with all of the terms, covenants, and conditions of this lease. The security deposit may be applied, in whole or part, toward the cure of any obligations of Lessee to Lessor which are in default or damages incurred by the Lessor as a result of Lessee's breach of this lease, and only the remaining balance not so applied shall be returned to the Lessee upon expiration of the lease.

19. DEFAULT. Any of the following will constitute a default hereunder (a) Lessee's failure to pay any amount hereunder due; (b) Lessee's failure to perform any other obligation hereunder or under any other agreement between Lessor and Lessee or default under any real estate lease covering premises where an Item is located; (c) death or judicial declaration of incompetency of Lessee, if an individual; (d) the filing by or against Lessee of a petition under the Bankruptcy Act or under any other insolvency law or law providing for the relief of debtors, including, without limitation, a petition for reorganization, arrangement or extension; (e) Lessee's makes an assignment for the benefit of creditors, appointment of a receiver or trustee for Lessee or for any of Lessee's assets, institution by or against Lessee of any other type of insolvency proceeding or of any proceeding contemplating settlement of claims against or winding up of the affairs of Lessee, Lessee's cessation of business affairs, or the making by Lessee of a transfer of a material portion of Lessee's assets not in the ordinary course of business; (f) the occurrence of an event described in (c), (d), or (e) hereinabove as to a guarantor or other surety of Lessee's obligation hereunder; (g) any misrepresentation to Lessor by or on behalf of Lessee or any such guarantor or surety in connection with the lease; (h) a default by Lessee under a loan agreement or another lease to which Lessee is a party or (i) a change in the effective control of Lessee, if a corporation.

20. REMEDIES. Upon the occurrence of a default Lessor may, at its option, do any one or more of the following: (a) take possession of any Items, without demand or notice, wherever located, without any court order or other process of law and without thereby terminating this lease; (b) sell or otherwise dispose of any Items, whether or not in Lessor's possession, at public or private sale, with or without notice to Lessee, without advertising and without any obligation to account to Lessee for any proceeds thereof, or otherwise dispose of, hold, use, release or keep idle any Item, as Lessor in its sole discretion may determine; (c) terminate this lease as to any Items on notice to Lessee; (d) recover from Lessee all accrued and unpaid rents and other amounts then due and owing hereunder, plus as reasonable liquidated damages for loss of a bargain and not as a penalty, at Lessor's election (i) the Casualty Value, upon the payment of which Lessee will become entitled to the Equipment AS-IS, WHERE-IS without any warranty whatsoever; (ii) if Lessor has sold an Item, the difference between the Casualty Value of the item and the net sales price (net of all costs and expenses of sale) or (iii) if Lessor has not sold an Item (and will not exercise the remedy in clause (s) or (ii)), the difference between (A) the remaining rents as to such Item under this lease discounted at ten percent (10%) per annum simple interest from the date due to the date of payment and (B) the then anticipated net rentals (net of all costs and expenses of re-leasing) to be received from re-leasing the item to another party or parties over the period covering the unexpired term of the lease, similarly discounted or (e) utilize any other remedy available to Lessor at law or in equity.

All such remedies are cumulative of every other remedy legally available to Lessor and may be exercised concurrently or separately from time to time. Lessee will pay Lessor, in addition to other amounts payable to Lessor, all costs and expenses, including repossession and court costs and reasonable legal fees incurred by Lessor in exercising any of its remedies hereunder or otherwise enforcing this lease. This obligation includes any amounts expended by Lessor prior to filing of an action as well as amounts expended in connection with an action which is dismissed. Any waiver by Lessor of a provision of this lease must be in writing, and forbearance by Lessor will not constitute a waiver.

21. ASSIGNMENT. Without the prior written consent of Lessor, Lessee will not sublet any Item or otherwise assign, transfer or hypothecate an Item or this lease or any interest in either or permit any Equipment or Lessee's rights under this lease to be subject to any lien, charge or encumbrance of any nature except liens created by Lessor under this paragraph. Lessee's interest herein is not assignable by operation of law. Consent to any of the foregoing is limited solely to the given instance. All rights of Lessor under this lease and the Equipment may be assigned, pledged or otherwise disposed of, in whole or in part, without notice to Lessee, but subject to the rights of Lessee hereunder. Lessee will acknowledge receipt of any notice of assignment in writing. FURTHER, THE LESSEE HEREBY ACKNOWLEDGES NOTICE OF LESSOR'S INTENTION TO ASSIGN THE LESSOR'S INTEREST IN THIS LEASE AGREEMENT, WHICH ASSIGNMENT SHALL BE MADE TO THE ASSIGNEE OF THE LESSOR WITHOUT RECOURSE TO THE LESSOR. UPON SUCH ASSIGNMENT, THE ASSIGNEE SHALL HAVE ALL OF THE RIGHTS AND OBLIGATIONS OF THE LESSOR UNDER THIS LEASE AGREEMENT, AND THE LESSEE SHALL UNCONDITIONALLY RELEASE, INDEMNIFY AND HOLD HARMLESS THE LESSOR WITH RESPECT TO ANY LIABILITY OR OBLIGATIONS UNDER THIS LEASE AGREEMENT, EFFECTIVE AS OF THE DATE OF SUCH ASSIGNMENT, AND SHALL INDEMNIFY, HOLD HARMLESS, AND REIMBURSE THE LESSOR FOR ANY DAMAGES, CLAIMS, LIABILITY, LEGAL FEES, COSTS, ADMINISTRATION EXPENSES, OR OTHER EXPENSES INCURRED BY OR ASSERTED AGAINST THE LESSOR IN RELATION TO THIS LEASE AGREEMENT AFTER THE EFFECTIVE DATE OF SUCH ASSIGNMENT. THE LESSEE HEREBY CONSENTS AND AGREES TO ANY SUCH ASSIGNMENT BY THE LESSOR, AND THE LESSEE'S OBLIGATION TO MAKE RENTAL PAYMENTS DIRECTLY TO THE ASSIGNEE AND OTHERWISE PERFORMS THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT SHALL BE UNCONDITIONAL. IF LESSOR ASSIGNS THIS LEASE OR ANY INTEREST HEREIN, THE LESSEE SHALL NOT ASSERT AGAINST THE ASSIGNEE ANY DEFENSE. COUNTERCLAIM OR SET OFF THAT THE LESSEE MAY HAVE AGAINST THE LESSOR.

22. OWNERSHIP; PERSONAL PROPERTY. This is a lease, and Lessee's rights to the Equipment are those solely of a Lessee subject to the terms and conditions hereof notwithstanding any trade-in or down payment Lessee may make. Lessee will mark the Equipment or Equipment Location at Lessor's request to indicate Lessor's ownership of the Equipment. Each Item is, and will remain, personally notwithstanding such Item's attachment in any manner to realty or an Improvement thereon. Lessee will obtain and deliver to Lessor, upon Lessor's request, real property waivers in form satisfactory to Lessor from all persons claiming an interest in the real property on which an item is or is to be located.

23. LATE PAYMENT. Due to the difficulty in determining the actual damages that will result, if Lessee fails to pay any amount to be paid hereunder within ten (10) days of when due, Lessee will pay Lessor (a) a late charge constituting liquidated damages equal to five percent (5%) of the payment and (b) amounts Lessor pays others in connection with the collection of the payment.

24. PURCHASE OPTION. During the term of this lease, the Lessee may elect to cancel this lease and purchase the Equipment by written notice to the Lessor and by payment to the Lessor of the purchase price for the equipment, which purchase price shall be equal in amount to the "Casualty Value" of the Equipment as defined and described within paragraph 11, computed as of the effective date of the exercise of such purchase option; provided, however, the Lessor in the Lessor's sole discretion may elect to compute the discounted buyoff amount for the remaining rental payments portion of the