

Mellon Bank N.A.

Mellon Square
Pittsburgh, Pennsylvania 15230

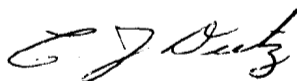
June 28, 1973

Board of County Commissioners
Nassau County
Fernandina Beach, Florida 32034

Gentlemen:

Enclosed is our copy of the contract between The Shoup
Voting Machine Corporation and Nassau County and the state
of Florida. We have indicated that the indebtedness thereunder
has been satisfied.

Very truly yours,



C. J. Dietz
Loan Division

CJD:krm

Enclosure

AGREEMENT made this 13th day of February, 1968, by and between THE SHOUP VOTING MACHINE CORPORATION, a Pennsylvania Corporation, having its principal place of business at 555 East City Line Avenue, Bala Cynwyd, Pennsylvania (sometimes hereinafter called "Shoup"), and NASSAU COUNTY, FLORIDA, BY THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY (sometimes hereinafter called the "County").

W I T N E S S E T H:

WHEREAS, the parties hereto are desirous of reducing to writing the terms and conditions of an agreement entered into by said parties for the lease of and right to purchase certain voting machines,

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is hereby agreed as follows:

1. Shoup hereby agrees to furnish to the County, and the County hereby agrees to accept from Shoup, five (5) electrically operated (combination electric and manual), Vertical Type, Shoup Voting Machines, with front reading counters, and equipped with five (5) accessory interlocks per machine to accommodate vertical voting in five (5) columns and two hundred (200) accessory straps per machine to accommodate the candidates in those columns to the number of forty (40) in each column, each of which will be complete with all standard accessories and comply with applicable Florida Statutes, for a period of one (1) year at a lease price of \$508.97 per machine, f.o.b. factory, said payment becoming due and payable within thirty (30) days following delivery of all machines.

2. Delivery of all machines shall be made to the County on or before February 18, 1968, but Shoup shall not be responsible for any failure or delay in making delivery, provided such failure or delay is the result of war, strikes, flood, injunction, acts of God, or other causes beyond Shoup's control.

3. On the anniversary date of the first payment in 1969 and on the same date in each ensuing year thereafter through 1972, and unless this agreement shall have been earlier terminated or accelerated by purchase by the County pursuant to provisions contained in subparagraphs (a), (b) and (c) of this paragraph, this agreement may be automatically renewed for successive one-year periods by said County's payment to Shoup on or before the anniversary date of the first payment in each year through 1971 the amount of \$508.97 per machine and the amount of \$508.98 per machine on the same date in 1972.

(a) It is expressly covenanted and agreed between the parties hereto that the County has and shall have throughout the duration of this agreement the unqualified right at any time to elect to purchase and acquire the unencumbered title to all of the aforesaid machines, which option to purchase may be exercised by said County by notice of such election given to Shoup in writing accompanied by the County's payment to Shoup of an amount, per machine, equal to the following:

<u>End of Year</u>	<u>Purchase Price</u>
1	\$1,850.80
2	1,388.10
3	925.40
4	462.70
5	-0-

(b) It is expressly agreed and understood that title to all machines shall pass to the County at such time as the total of all annual lease payments, per machine, shall equal the amount of the purchase price, \$2,313.50, per said machine; and it is expressly agreed that should the County not have elected to exercise its purchase right provided in subparagraph (a), above, nor have terminated this agreement as provided in subparagraph (c), following, then, upon the County's making payment of the amount due Shoup hereunder in 1972, the title to all said machines shall thereupon pass to and vest in the County, and Shoup shall execute and deliver to the County a good and sufficient bill of sale thereto, free of all liens or encumbrances.

(c) Further, it is expressly agreed and understood that, notwithstanding any other provision contained in this agreement, the County shall have the right, upon payment to Shoup of all amounts theretofore becoming due by the County under this agreement, to cancel and terminate this agreement at any time by notice in writing of such election to terminate, given to Shoup, and by return within thirty (30) days of the mailing of such notice of all said machines to Shoup's warehouse, freight prepaid.

4. Shoup agrees for a period of five (5) years from the date of delivery to make good by repair or replacement any and all imperfections or defects in the material, mechanism or workmanship of each and every machine, provided such machine shall have been properly cared for and maintained and provided further that such repair or replacement is not made necessary by reason of the elements, fire, accident or careless or malicious handling.

5. The County agrees, until the purchase price is paid in full, that it will be responsible for the safety, care and preservation of said voting machines as long as such machines are in the possession of the County and if any of the said machines shall become damaged during such time, the County will have made, at its expense, the repairs or replacements necessary to put the machines in perfect working condition.

6. The County agrees that the machines hereby leased shall not be removed from Nassau County, Florida, without the consent of Shoup.

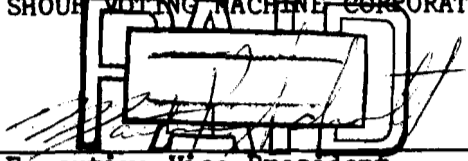
7. Shoup may affix to the machines delivered a suitable sign or placard indicating that each of said machines is and remains the property of Shoup, and said sign or placard shall not be removed unless and until title to the machine to which the same is affixed shall have passed to the County.

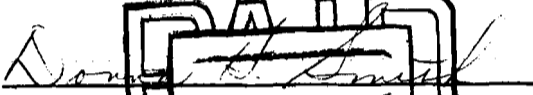
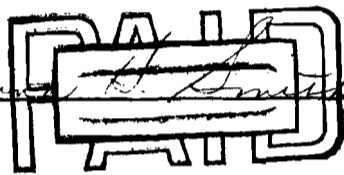
8. The amount of any present or future property, sales, excise, use tax or tax of a similar nature payable with respect to said machines and any resulting interest and penalties from nonpayment of such tax shall be borne by the County and it shall reimburse Shoup for any such taxes, interest, and penalties required to be paid by it within thirty (30) days after notice of such payment.

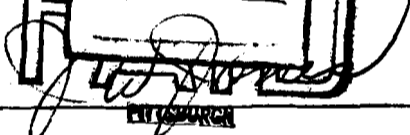
9. If the County fails to make any payment herein provided for, at the time and in the amount specified, or if the County fails to perform any of the other terms, conditions or covenants of this agreement on its part to be performed, then in addition to any other rights or remedies of Shoup, Shoup shall have the right, after having given fifteen (15) days prior written notice to the County of such default, and upon the County's failure to cure the same to repossess the said machines for which payment shall not have been made, or all the machines if there is otherwise default under this agreement and the County agrees to surrender and return to Shoup the same and to pay to Shoup the transportation charges expended or to be incurred in returning the machines from the place or places where they are then located to Shoup's warehouse and to pay Shoup such other damages as Shoup may be entitled to recover.

10. Shoup may assign the monies due hereunder, but any such assignment shall in no way relieve Shoup of its obligations hereunder.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed and their respective seals to be affixed and attested by their duly authorized officers or officials.

MELLON BANK, N. A.
THE SHOUP VOTING MACHINE CORPORATION
BY: 
Executive Vice President
PITTSBURGH

ATTEST:
MELLON BANK, N. A.


PITTSBURGH

MELLON BANK, N. A.
NASSAU COUNTY, FLORIDA, BY THE BOARD OF
COUNTY COMMISSIONERS OF NASSAU COUNTY
BY: 
PITTSBURGH

ATTEST:
MELLON BANK, N. A.


PITTSBURGH