

Cathy in Finance  
has original

## LEASE AGREEMENT

CO.	LESSEE NO.	SCHED NO.
210		

<b>LESSEE</b>		<b>LESSOR</b>	
NAME NASSAU COUNTY BOARD OF COUNTY COMMISSION		NAME DICTAPHONE CORPORATION	
ADDRESS P. O. Box 1010 Fernandina Beach,		ADDRESS (DISTRICT) 222 S. West Monte Drive	
CITY/COUNTY STATE FL 32034		CITY/STATE/ZIP Altamonte Springs, Florida 32714	
EQUIPMENT LOCATION (IF DIFFERENT FROM BILLING ADDRESS) ADDRESS/CITY/COUNTY/STATE/ZIP		BRANCH NAME	BRANCH NO. DISTRICT NO. 1300
		SALES REPRESENTATIVE SMITH	REP. NO. 6210
<b>LESSEE BILLING INSTRUCTIONS</b>		<b>LESSEE BACKGROUND</b>	
PO/VOUCHER NO.	DEPARTMENT NAME	LESSEE BANK NAME/BRANCH/ADDRESS	
CONTACT NAME	PHONE NO. (INCLUDE AREA CODE)	HAS AGENCY (LESSEE) BEEN FUNDED FOR TWO FULL FISCAL PERIODS <input type="checkbox"/> YES <input type="checkbox"/> NO	
QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION	COST
1	9202	20 CHANNEL RECORDER	20,538.55
1		ACCESSORIES	1,418.39
1		SUPPLIES	1,730.10
4	5913	DIGITAL RECORDERS W/CONTROLS & CABINET	13,545.15
1		SURGE PROTECTION	594.95
		INSTALLATION	823.00
		PRE-PAYMENT	(20,000.00)
EQUIPMENT COST			18,650.14
FREIGHT/OTHER			
TRADE-UP			
TAX			
SUB TOTAL			
TRADE-IN			
TOTAL COST			

## LEASE PAYMENTS

TERM OF LEASE (MONTHS) 3 YEARS	NUMBER OF PAYMENTS 12	PAYMENT FREQUENCY QUARTERLY	AMOUNT (EACH PAYMENT) \$ 2,663.97
LEASE DEPOSIT (SEE PARA. 2) \$	TRADE-IN EQUIPMENT (IF ANY) OWNED BY		
TERMINATION CHARGE (SEE PARA. 10) \$	INCLUDES FULL SERVICE FOR THREE YEARS. <input type="checkbox"/> PBCC <input type="checkbox"/> CUSTOMER <input type="checkbox"/> OTHER (SPECIFY)		

## FOR OFFICE USE ONLY

DEFERRED INTEREST AMOUNT \$	Deferred interest charges to maturity, in the amount indicated at left, are included in the lease payments to be made under the terms of this lease.
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## TERMS AND CONDITIONS OF LEASE

The undersigned Lessee hereby requests Lessor to lease the personal property described above or on any schedule attached hereto (herein called "Equipment") on the terms and conditions of the lease herein set forth and on the reverse side hereof. This offer to lease shall not be valid and enforceable until written acceptance hereof shall be signed at Lessor's home office in New York by an authorized employee of Lessor. Upon signed acceptance, Lessor agrees to lease the Equipment to Lessee. All lease payments and other amounts due to become due. Termination Charges and Lease Deposit shall be payable to Pitney Bowes Credit Corporation at 72 Heights Road, Darien, Connecticut 06820.

1. NON-CANCELABLE LEASE This lease cannot be cancelled or terminated except as expressly provided herein.

2. LEASE DEPOSIT Lessor shall retain the Lease Deposit (if any) specified above as security for performance by Lessee of its obligations under this lease. The Lease Deposit shall be non-interest bearing, and if Lessee fails to perform its obligations hereunder, Lessor may, at its option, apply the Lease Deposit to the curing of that default. This application by Lessor shall not be a defense to any action by Lessor arising out of the default, and upon demand, Lessee shall restore the Lease Deposit to its full amount. If Lessee is not in default under this lease, the Lease Deposit will be returned by the Lessor to the Lessee at the termination of the lease, except as provided in Paragraph 10 of this lease.

3. ASSIGNMENT/OFFSET Without Lessor's prior written consent, Lessee shall not assign, sublet, or lend Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessee hereby acknowledges receipt of notice that Lessor intends to assign its rights under this lease and to the Equipment to Pitney Bowes Credit Corporation, 72 Heights Road, Darien, Connecticut upon the terms and conditions set forth herein. Assignee shall have all of the rights, but none of the obligations, of Lessor under this lease. Lessee shall not assert against assignee in any action brought to recover possession of Equipment or to collect unpaid lease balances or other charges any defense, counterclaim or offset that Lessee may have against Lessor, and Lessee's liability to assignee shall be immediate and absolute upon assignment. Notwithstanding any such assignment, Lessor warrants that Lessee shall quietly enjoy use of Equipment subject to the terms and conditions of this lease. Subject to the foregoing, this lease inures to the benefit of and is binding upon the successors and assigns of the parties hereto.

4. LEASE PAYMENTS/TERM Lessee shall pay the Lease payments, the number and amount of which are shown above, the first of which shall be due on the commencement date for payments as defined in Paragraph 1. Subsequent payments shall be due on the same day of each month (or other calendar period indicated above) thereafter. Lease payments shall be due whether or not Lessee has received any notice that payments are due. Lessee shall commence upon the date of written acceptance of the Lessor (the "Commencement Date") and end upon payment by the Lessee of the number of payments specified above. Lessee shall have the choice of purchasing Equipment at the Total Cost set forth herein or leasing on the deferred lease payment plan.