



MOTOROLA
Communications and Electronics Inc.

7825 Baymeadows Way - Suite 120A, Jacksonville, Florida 32256 904/731-9094

July 10, 1989

Mr. Ronald E. Featherston, Jr.
Department of Emergency Services
Nassau County
11 North 14th Street
Fernandina Beach, Florida 32034

Dear Mr. Featherston:

Attached is the equipment list, revised panel drawings and lease for the two (2) console dispatch positions for your 911 Center. In accordance with your instructions, the leases are prepared for Nassau County's signature.

Motorola is securing the lease/purchase money from tax exempt funds. The first payment is due with the order. Four (4) additional equal payments will then be made annually.

Your existing consoles are the Motorola Centra-Com I series. These are being upgraded to state of the art Centra-Com II series.

Southern Communications, Motorola's authorized service station, does your service work now and will continue in that capacity. Also, Motorola's authorized service is presently servicing either Centra-Com I or II at various locations in Florida that surround Nassau County. A few of these are: City of Jacksonville Fire/Sheriff; Jacksonville Beach Fire/Police; and St. Johns County Fire/Sheriff. Technicians are kept current with their training.

Delivery will be approximately nine (9) weeks from receipt of a purchase order. Lease pricing is valid for thirty (30) days.

You are a valued customer and we appreciate your business.

Sincerely,

Bill Crosby
Senior Account Executive

WCCJr:jnc
Attachments

NASSAU COUNTY 911 CO-ORDINATOR

EQUIPMENT LIST



ITEM	QUANTITY	DESCRIPTION
1A	2	B1604B 2-Bay, 51"
1B	2	K751 Both End Panels
1C	2	K752 Both Feet
1D	2	K125 Mounting Rails
1E	6	B1226 Writing Surface, 2-Bay
1F	2	B1248A Blank $\frac{1}{2}$ Panels
1G	2	B1233 Pencil Drawer
1H	2	B1400 Master Control Panels
1I	2	K703 Gooseneck Microphone
1J	2	K570 Headset Jack
1K	2	K704 Second Jack
1L	2	K577 Telephone Interface
1M	2	K572 Dual Foot Switch
1N	2	K755 Double Wide Label
1O	2	K807 Cross Mute
1P	2	K154 100' Cable
1Q	2	BKN6038 Telephone Headset Interface Cable
1R	2	B1436 Auxiliary Control Module
1S	2	B1401 Channel Control Panel
1T	6	B1405 TI/RI Control Modules
1U	8	B1444 Double Density Module
1V	2	B1433 Telephone Patch Control
1W	2	B1401 Channel Control Panel
1X	8	B1436 Auxiliary Control Module for Paging

Positions 1 and 2
Equipment necessary.



NASSAU COUNTY 911 CO-ORDINATOR

EQUIPMENT LIST

Backroom Electronics

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	
2	1	B1460B Central Electronics Bank	
2A	9	B1422 Base Interface Modules	
2B	3	B121BR Main Standby Relays	
2C	9	K139 D.C. Control	
2D	1	B1441 Telephone Interface	
2E	1	K762AJ First Year Extended Warranty	
2F	1	TDN7010 Data Terminal	
2G	1	K565 Interface Option	
2H		Installation of All Equipment Listed	
2I		Trade-In allowed for eight (8) used console turrets	- <u>1,336.00</u>
		TOTAL COST	\$69,848.00

60-Month Lease/Purchase
 First payment with the order of \$16,654.84
 4 additional annual payments of \$16,654.84

NASSAU COUNTY, FL.

BLANK	call check
911	CC PANEL 2
BLANK FOR TELEPHONE	CC PANEL 1
	MASTER CONT PANEL

call check	BLANK
CC PANEL 2	911
CC PANEL 1	BLANK FOR TELEPHONE
MASTER CONT PANEL	



CENTRACOM Series II

MASTER CONTROL PANEL

SELECT AUDIO		NASSAU COUNTY		UNSELECT AUDIO	
<input type="checkbox"/>	Multi-Set 1 Memory	<input type="checkbox"/>	Patch Transmit	<input type="checkbox"/>	
<input type="checkbox"/>	Multi-Set 2 Memory	<input type="checkbox"/>	Patch 1 Active (Idle)	<input type="checkbox"/>	
<input type="checkbox"/>	Multi-Set 3 Memory	<input type="checkbox"/>	Patch 2 Active (Idle)	<input type="checkbox"/>	
<input type="checkbox"/>	Alert 1	<input type="checkbox"/>	Page DC II	<input type="checkbox"/>	
<input type="checkbox"/>	On Marker	<input type="checkbox"/>	Touch Code	<input type="checkbox"/>	
<input type="checkbox"/>	Intercom Call	<input type="checkbox"/>		<input type="checkbox"/>	
<input type="checkbox"/>	Transmit Op Call	<input type="checkbox"/>	Manual Entry	<input type="checkbox"/>	
<input type="checkbox"/>	All Mute	<input type="checkbox"/>	Signal Talk	<input type="checkbox"/>	
		<div style="border: 1px solid black; padding: 5px; display: inline-block;"> 13 51 20 ■■■■■■■■ </div>			
		<input type="button" value="1"/> <input type="button" value="2"/> <input type="button" value="3"/> <input type="button" value="A"/>			
		<input type="button" value="4"/> <input type="button" value="5"/> <input type="button" value="6"/> <input type="button" value="B"/>			
		<input type="button" value="7"/> <input type="button" value="8"/> <input type="button" value="9"/> <input type="button" value="C"/>			
		<input type="button" value="*/6"/> <input type="button" value="0"/> <input type="button" value="*/E"/> <input type="button" value="D"/>			
		<input type="button" value="←"/> <input type="button" value="→"/> <input type="button" value="↶"/> <input type="button" value="↷"/>			
		<input type="checkbox"/> MOTOROLA			

NASSAU COUNTY, FL.


MOTOROLA INC.
CENTRACOM Series II

CHANNEL CONTROL PANEL 1

S.O. PPT.		S.O. PAGE		INTER CITY		NET 2		FIRE 1 RPT.		FIRE FIRE		FIRE 2		P.O.E. PAGE	
<input type="radio"/> Select Call	<input type="radio"/>	<input type="radio"/> Select Call	<input type="radio"/>	<input type="radio"/> Select Call	<input type="radio"/>	<input type="radio"/> Select Call	<input type="radio"/>	<input type="radio"/> Select Call	<input type="radio"/>	<input type="radio"/> Select Call	<input type="radio"/>	<input type="radio"/> Select Call	<input type="radio"/>	<input type="radio"/> Select Call	<input type="radio"/>
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<input type="radio"/> Vol. Adj.	<input type="radio"/>	<input type="radio"/> Vol. Mute	<input type="radio"/>	<input type="radio"/> Vol. Mute	<input type="radio"/>	<input type="radio"/> Vol. Mute	<input type="radio"/>	<input type="radio"/> Vol. Adj.	<input type="radio"/>	<input type="radio"/> Vol. Mute	<input type="radio"/>	<input type="radio"/> Vol. Adj.	<input type="radio"/>	<input type="radio"/> Vol. Adj.	<input type="radio"/>
<input type="radio"/> Pat Set-Up	<input type="radio"/>	<input type="radio"/> Pat Set-Up	<input type="radio"/>	<input type="radio"/> Pat Set-Up	<input type="radio"/>	<input type="radio"/> Pat Set-Up	<input type="radio"/>	<input type="radio"/> Pat Set-Up	<input type="radio"/>	<input type="radio"/> Pat Set-Up	<input type="radio"/>	<input type="radio"/> Pat Set-Up	<input type="radio"/>	<input type="radio"/> Pat Set-Up	<input type="radio"/>
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<input type="radio"/> Vol. Full	<input type="radio"/>	<input type="radio"/> Vol. Full	<input type="radio"/>	<input type="radio"/> Vol. Full	<input type="radio"/>	<input type="radio"/> Vol. Full	<input type="radio"/>	<input type="radio"/> Vol. Full	<input type="radio"/>	<input type="radio"/> Vol. Full	<input type="radio"/>	<input type="radio"/> Vol. Full	<input type="radio"/>	<input type="radio"/> Radio/ Phone	<input type="radio"/>
<input type="radio"/> Vol. Mute	<input type="radio"/>	<input type="radio"/> Vol. Mute	<input type="radio"/>	<input type="radio"/> Vol. Mute	<input type="radio"/>	<input type="radio"/> Vol. Mute	<input type="radio"/>	<input type="radio"/> Vol. Mute	<input type="radio"/>	<input type="radio"/> Vol. Mute	<input type="radio"/>	<input type="radio"/> Vol. Mute	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="radio"/> Pat Set-Up	<input type="radio"/>	<input type="radio"/> Pat Set-Up	<input type="radio"/>	<input type="radio"/> Pat Set-Up	<input type="radio"/>	<input type="radio"/> Pat Set-Up	<input type="radio"/>	<input type="radio"/> Pat Set-Up	<input type="radio"/>	<input type="radio"/> Pat Set-Up	<input type="radio"/>	<input type="radio"/> Pat Set-Up	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
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<input type="radio"/> CALL MAN	<input type="radio"/>	<input type="radio"/> SP/PE	<input type="radio"/>	<input type="radio"/> S.O. NET	<input type="radio"/>	<input type="radio"/> NET 3	<input type="radio"/>	<input type="radio"/> COUNTY	<input type="radio"/>	<input type="radio"/> SP/PE	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

MASSAU COUNTY, FL.

 **MOTOROLA INC.**
CENTRACOM Series II

CHANNEL CONTROL PANEL 2

PAGL/G	PAGL/G	PAGL/G	PAGL/G				
<input type="radio"/> STAT 1 <input type="radio"/>	<input type="radio"/> <input type="radio"/>	<input type="radio"/> DIRECTOR <input type="radio"/>	<input type="radio"/> <input type="radio"/>				
<input type="radio"/> STAT 2 <input type="radio"/>	<input type="radio"/> <input type="radio"/>	<input type="radio"/> CAPT. <input type="radio"/>	<input type="radio"/> <input type="radio"/>				
<input type="radio"/> STAT 3 <input type="radio"/>	<input type="radio"/> <input type="radio"/>	<input type="radio"/> <input type="radio"/>	<input type="radio"/> <input type="radio"/>				
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NASSAU COUNTY, FL.

 **MOTOROLA INC.**
CENTRACOM Series II



NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS
DEPARTMENT OF EMERGENCY SERVICES

NASSAU COUNTY OFFICE ANNEX
11 North 14th Street, Box 12
Fernandina Beach, Florida 32034-0494



July 10, 1989

Mr. James F. Testone, Chairman
Board of County Commissioners
Post Office Box 1010
Fernandina Beach, Florida 32034

DIVISIONS

- Civil Defense
- Communications
- Emergency Medical Services
- Fire
- Fuel Allocation
- Water Safety

(904) 281-6612
(904) 879-3300
Suncom 821-5227
Emergency Dial 911
(904) 281-5982

Dear Mr. Testone:

Enclosed is the paperwork from Motorola Communications and Electronics for the purchase of the new radio/console for the dispatch center at the Nassau County Dispatch Center in Yulee. The contract needs the Chairman's signature, and to be returned to us as soon as possible for it will take nine (9) weeks to fill the order, once it has been placed.

The Board of County Commissioners approved this purchase at their last meeting.

If you have any questions please do not hesitate to contact me.

Your assistance and cooperation in this matter is greatly appreciated.

Sincerely,

Armon C. Summerall
Director

*Please make
copy for
Joyce -
Thanks*

*95 at Yulee
meet at Waffle
House -
2:45 -*

Proposal for

NASSAU COUNTY

presented by

**Motorola
Communications
and
Electronics
Inc.**

*World
Leader
in
Electronic
Communication
Systems
for
Public
Service
and
Industry*



MOTOROLA INC. Communications Group

1301 East Algonquin Road/Schaumburg, Illinois 60196
United States of America



MOTOROLA

Communications and Electronics Inc.

7825 Baymeadows Way - Suite 120A, Jacksonville, Florida 32256 904/731-9094

July 10, 1989

Mr. Ronald E. Featherston, Jr.
Department of Emergency Services
Nassau County
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You are a valued customer and we appreciate your business.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Bill Crosby', is written over a horizontal line.

Bill Crosby
Senior Account Executive

WCCJr:jnc
Attachments

OTOROLA

NASSAU COUNTY 911 CO-ORDINATOREQUIPMENT LIST

Positions 1 and 2
Equipment necessary.

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>
1	4	B1604B 2-Bay, 51"
1A	2	K751 Both End Panels
1B	2	K752 Both Feet
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1U	2	B1433 Telephone Patch Control
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1W	8	B1436 Auxiliary Control Module for Paging



NASSAU COUNTY 911 CO-ORDINATOR

EQUIPMENT LIST

Backroom Electronics

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	
2	1	B1460B Central Electronics Bank	
2A	9	B1422 Base Interface Modules	
2B	3	B121BR Main Standby Relays	
2C	9	K139 D.C. Control	
2D	1	B1441 Telephone Interface	
2E	1	K762AJ First Year Extended Warranty	
2F	1	TDN7010 Data Terminal	
2G	1	K565 Interface Option	
2H		Installation of All Equipment Listed	
2I		Trade-In allowed for eight (8) used console turrets	- <u>1,336.00</u>
TOTAL COST			\$69,848.00

60-Month Lease/Purchase
 First payment with the order of \$16,654.84
 4 additional annual payments of \$16,654.84

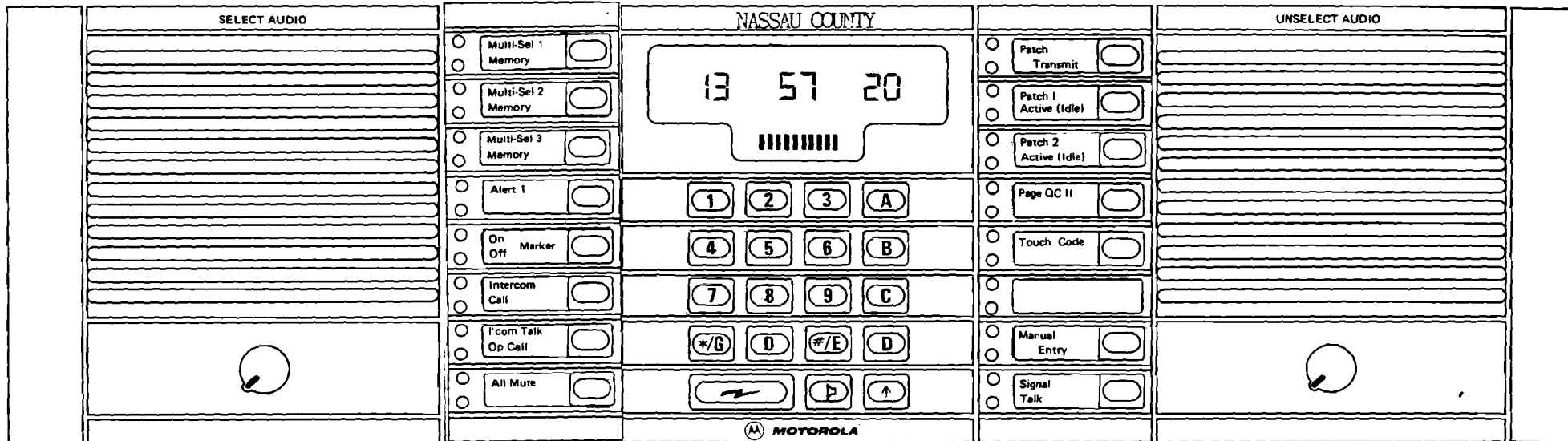
BLANK	call check
911	CC PANEL 2
BLANK FOR TELEPHONE	CC PANEL 1
	MASTER CONT PANEL

call check	BLANK
CC PANEL 2	911
CC PANEL 1	BLANK FOR TELEPHONE
MASTER CONT PANEL	



MOTOROLA

CENTRACOM Series II



NASSAU COUNTY, FL.

 **MOTOROLA INC.**
CENTRACOM Series II

S.O. PRT.	S.O. PEAC.	INTER CITY	VED 2	FIRE 1 RPT.	FIRE 2	FIRE 2	PROTE PRICE
<input type="radio"/> Select Call	<input type="radio"/> Select Call	<input type="radio"/> Select Call	<input type="radio"/> Select Call	<input type="radio"/> Select Call	<input type="radio"/> Select Call	<input type="radio"/> Select Call	<input type="radio"/> Select Call
<input type="radio"/> Vol. Full	<input type="radio"/> Vol. Full	<input type="radio"/> Vol. Full	<input type="radio"/> Vol. Full	<input type="radio"/> Vol. Full	<input type="radio"/> Vol. Full	<input type="radio"/> Vol. Full	<input type="radio"/> Vol. Full
<input type="radio"/> Vol. Adj.	<input type="radio"/> Vol. Mute	<input type="radio"/> Vol. Mute	<input type="radio"/> Vol. Mute	<input type="radio"/> Vol. Adj.	<input type="radio"/> Vol. Adj.	<input type="radio"/> Vol. Adj.	<input type="radio"/> Vol. Adj.
<input type="radio"/> Pat Set-Up Patch Busy	<input type="radio"/> Pat Set-Up Patch Busy	<input type="radio"/> Pat Set-Up Patch Busy	<input type="radio"/> Pat Set-Up Patch Busy	<input type="radio"/> Pat Set-Up Patch Busy	<input type="radio"/> Pat Set-Up Patch Busy	<input type="radio"/> Pat Set-Up Patch Busy	<input type="radio"/> Pat Set-Up Patch Busy
<input type="radio"/> Pat Set-Up Patch Busy	<input type="radio"/> Transmit Busy	<input type="radio"/> Transmit Busy	<input type="radio"/> Transmit Busy	<input type="radio"/> Pat Set-Up Patch Busy	<input type="radio"/> Pat Set-Up Patch Busy	<input type="radio"/> Pat Set-Up Patch Busy	<input type="radio"/> Pat Set-Up Patch Busy
<input type="radio"/> Main Study	<input type="radio"/> Select Call	<input type="radio"/> Select Call	<input type="radio"/> Select Call	<input type="radio"/> Main Study	<input type="radio"/> Main Study	<input type="radio"/> Main Study	<input type="radio"/> Phone/ Radio
<input type="radio"/> Vol. Full	<input type="radio"/> Vol. Mute	<input type="radio"/> Vol. Mute	<input type="radio"/> Vol. Mute	<input type="radio"/> Vol. Full	<input type="radio"/> Vol. Full	<input type="radio"/> Vol. Full	<input type="radio"/> Radio/ Phone
<input type="radio"/> Pat Set-Up Patch Busy	<input type="radio"/> Pat Set-Up Patch Busy	<input type="radio"/> Pat Set-Up Patch Busy	<input type="radio"/> Pat Set-Up Patch Busy	<input type="radio"/> Pat Set-Up Patch Busy	<input type="radio"/> Pat Set-Up Patch Busy	<input type="radio"/> Pat Set-Up Patch Busy	<input type="radio"/> Pat Set-Up Patch Busy
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CALAM	SP/RE	S.O. NET	VED 3	COUNTY	SP/RE	SP/RE	

MASSACHUSETTS COUNTY, FL.



MOTOROLA INC.

CENTRACOM Series II

ADDENDUM FOR THE PURPOSE OF DESIGNATING
EQUIPMENT LEASE-PURCHASE AGREEMENT NO. _____

AS A
QUALIFIED TAX-EXEMPT OBLIGATION

This Addendum is made a part of that certain equipment lease-purchase agreement dated as of July, 1989 (the "Agreement") by and between Nassau County Commission (the "Lessee") as Lessee, and Motorola, Inc. as Lessor, for the purpose of designating the Agreement as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986. With respect to such designation, the Lessee hereby agrees, warrants and represents as follows:

1. The Agreement is designated by Lessee as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986.
2. The property which is subject to the Agreement will be owned and operated by the Lessee in performance of its public purposes; said property will not be subject to the use or control of any entity other than Lessee.
3. Lessee agrees that it will not designate more than \$10,000,000 of tax-exempt obligations during the current calendar year as qualified tax-exempt obligations. Lessee reasonably expects to issue no more than \$10,000,000 of tax-exempt obligations during the current calendar year.
4. For purposes of Paragraph 3 of this Addendum, the amount of tax-exempt obligations stated as either issued or designated as qualified tax-exempt obligations includes tax-exempt obligations issued by all subordinate entities of Lessee, as provided in Section 265(b)(3)(E) of the Internal Revenue Code of 1986.

Executed this 25th day of July, 1989, the date of execution and delivery of the Agreement.

LESSEE:

NASSAU COUNTY COMMISSION

By: 

Its: Chairman

Commissioner

LESSOR:

MOTOROLA
COMMUNICATIONS & ELECTRONICS, INC.

By: _____

Its: _____

07. 10. 89 02:07PM *AREA 2 CREDIT DEPT.

#235 P02

P02

NASSAU COUNTY CONSOLE LEASE

LEASE DATA IS AS FOLLOWS

TERM IS 60 MONTHS
PAYMENTS ARE ANNUAL IN ADVANCE
PAYMENT AMOUNT IS 16854.64
LEASE PRINCIPLE AMOUNT IS 89848
INTEREST RATE IS 9.85 %
COMMENCEMENT DATE IS 10 / 1 / 89
AMORTIZATION SCHEDULE IS BASED ON RULE OF 78'S

07. 10. 89 02:10 PM * AREA 2 CREDIT DEPT. POS

NASSAU COUNTY CONSOLE LEASE

PAYMENT	PAYMENT	PAYMENT	PAYMENT	DATE	PAYMENT
59,183.16	18,654.84	0.00	18,654.84	10/1/89	1
41,908.80	11,284.88	5,370.48	18,654.84	10/1/90	2
29,281.82	12,826.88	4,027.86	18,654.84	10/1/91	3
18,912.22	13,909.60	2,685.24	18,654.84	10/1/92	4
1.00	18,912.22	1,342.62	18,654.84	10/1/93	5

CONCLUDING PAYMENT

PRINCIPAL REDUCTION

INTEREST AMOUNT

PAYMENT AMOUNT

PAYMENT DATE

PAYMENT NUMBER

MOTOROLA

Communications and Electronics Inc.

SCHEDULE A EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease No. _____

This Equipment Schedule dated as of July, 19 89, is being executed by MOTOROLA COMMUNICATIONS AND ELECTRONICS, INC. ("Lessor"), and Nassau County Commission ("Lessee"), as a supplement to, and is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement dated as of July, 19 89, ("Lease"), between Lessor and Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment.

QUANTITY	DESCRIPTION (Manufacturer, Model and Serial Nos.)
2	B1604B 2-Bay, 51" Console including 3 Radio Control Panels, Writing Surfaces and Panels.
1	B1460B Central Electronics Bank including various Modules.

Equipment Location:

Nassau County, Florida

Initial Term: 60 Months

Commencement Date: October 1, 1989

Lease Payments of \$ 16,654.84, plus Sales/Use Tax of \$ Exempt (total of \$ 16,654.84), payable on the Lease Payment Dates set forth in Schedule B.

EXECUTED as of the date first herein set forth.

LESSEE:

NASSAU COUNTY COMMISSION

LESSOR:

MOTOROLA
COMMUNICATIONS & ELECTRONICS, INC.

By


Commissioner

By _____

MOTOROLA

Communications and Electronics Inc.

SCHEDULE B PAYMENT SCHEDULE

Fiscal Periods: _____

Insurance requirements: _____

Expiration Date: September 30, 1994

Lease
Payment
Number

Lease
Payment
Date

Lease
Payment

Interest
Portion

Principal
Portion

Concluding
Payment

1. PLEASE TYPE ALL INFORMATION, and sign with ball point pen. Signature must be legible on Filing Officer Copies.
 2. Contact Filing Officer for fee schedule or additional information.

STATE OF FLORIDA
UNIFORM COMMERCIAL CODE — FINANCING STATEMENT — FORM UCC-1 REV. 1981
 THIS FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

Name First if a Person
 Osceola County Commission
 P. O. Box 1010
 Indina Beach, STATE Florida 32034
(IF ANY) (Last Name First if a Person)

STATE

Name First if a Person
 Corolla Communications &
 Electronics, Inc.
 P. O. Box 1920
 Dur, STATE Georgia 30031
(IF ANY) (Last Name First if a Person)

STATE

Name First if a Person
 Corolla Credit Corporation
 4th Floor Sector Building
 1301 E. Algonquin Road
 St. Louis, STATE Illinois 60196
(IF ANY) (Last Name First if a Person)

STATE

THIS SPACE FOR USE OF FILING OFFICER
 Date, Time, Number & Filing Office

AUDIT	UPDATE
VALIDATION INFORMATION	

FINANCING STATEMENT covers the following types or items of property (include description of real property on which located record when required). If more space is required, attach additional sheets 8 1/2" x 11".

Ultra-Com II Consoles

NAME AND ADDRESS OF PREPARER

Collateral are covered as provided in Sections 679.203 and 679.306, F.S.

All documentary stamp taxes due and payable or to become due and payable pursuant to Section 201.22, F.S., have been paid.
 Florida Documentary Stamp Tax is not required.

is filed without the debtor's signature to perfect a security interest in collateral (Check if so)
 to a security interest in another jurisdiction when it was brought into this state or debtor's changed to this state.
 proceeds of the original collateral described above in which a security interest was perfected.
 the filing has lapsed.
 after a change of name, identity, or corporate structure of the
 debtor or secured party

STATE ZIP CODE

7. No. of additional Sheets presented:
 None

10. (Check if so)
 Debtor is a transmitting utility
 Products of collateral are covered

11. SIGNATURE(S) OF DEBTOR(S)

12. SIGNATURE(S) OF SECURED PARTY(IES) OR ASSIGNEE

ZIP CODE

12. SIGNATURE(S) OF SECURED PARTY(IES) OR ASSIGNEE

[Handwritten Signature]

11. SIGNATURE(S) OF DEBTOR(S)

10. (Check if so)

Debtor is a transmitting utility

Products of collateral are covered

7. No. of additional Sheets presented: None

Documentary stamp taxes due and payable or to become due and payable pursuant to Section 201.22, F.S., have been paid.

Documentary Stamp Tax is not required.

and without the debtor's signature to perfect a security interest in collateral (Check if so)

to this state.

of the original collateral described above in which a security interest was perfected.

Change of name, identity, or corporate structure of the

debtor or secured party

STATEMENT covers the following types or items of property (include description of real property on which located when required). If more space is required, attach additional sheets 8 1/2" x 11"

ra-Com II Consoles

VALIDATION INFORMATION

NAME AND ADDRESS OF PREPARER

4th Floor Sector Building

1301 E. Algonquin Road

State Illinois 60196

NAME FIRST IF A PERSON

STATE

(IF ANY) (Last Name First if a Person)

NAME FIRST IF A PERSON

STATE

(IF ANY) (Last Name First if a Person)

NAME FIRST IF A PERSON

STATE

(IF ANY) (Last Name First if a Person)

NAME FIRST IF A PERSON

STATE

(IF ANY) (Last Name First if a Person)

NAME FIRST IF A PERSON

STATE

(IF ANY) (Last Name First if a Person)

DATE, TIME, NUMBER & FILING OFFICE

THIS SPACE FOR USE OF FILING OFFICER

STATE OF FLORIDA

COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1 REV. 1981

FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

PLEASE TYPE ALL INFORMATION, and sign with ball point pen. Signature must be legible on Filing Officer Copies.

Contact Filing Officer for fee schedule or additional information.

EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease No. _____

CITY COMMISSION
 010
 Beach, Florida 32034

LESSOR:

Motorola Communications and Electronics, Inc.
 1301 East Algonquin Road
 Schaumburg, Illinois 60196

to Lessee and Lessee agrees to lease from
 described in Schedule A now or hereafter attached
 in accordance with the following terms and condi-
 Lease-Purchase Agreement ("Lease").

will become effective upon the execution hereof
 of this Lease will commence on date specified in
 terminated according to terms hereof or the pur-
 in Section 18, is exercised this Lease will continue
 Date set forth in Schedule B attached hereto ("Lease

agrees to pay to Lessor or its assignee the Lease
 (so called), including the interest portion, in the amounts
 Schedule B. The Lease Payments will be payable without
 at the office of the Lessor (or such other place as Lessor
 from time to time designate in writing), and will com-
 Lease Payment Date as set forth in Schedule B and
 of the Lease Payment Dates set forth in Schedule B.
 received later than ten (10) days from the due date will bear
 most lawful rate from the due date. Except as specifically
 hereof, the Lease Payments will be absolute and un-
 events and will not be subject to any set-off, defense,
 recoupment for any reason whatsoever. Lessee
 that funds can be obtained sufficient to make all
 during the Lease Term and hereby covenants that it will
 fully within its power to obtain, maintain and properly re-
 funds from which the Lease Payments may be made, in-
 provisions for such payments to the extent necessary in
 for the purpose of obtaining funding, using its bona
 to have such portion of the budget approved and ex-
 able administrative reviews and appeals in the event such
 budget is not approved. It is Lessee's intent to make Lease
 full Lease Term if funds are legally available therefor and
 represents that the Equipment will be used for one or
 governmental or proprietary functions essential to its pro-
 and economic operation.

DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to
 to Lessee at the location specified in Schedule A ("Equip-
 "). Lessee will accept the Equipment as soon as it has been
 is operational. Lessee will evidence its acceptance of the
 executing and delivering to Lessor a Delivery and Accep-
 in the form provided by Lessor.

REPRESENTATIONS AND WARRANTIES. Lessor acknowledges
 ment leased hereunder is being manufactured and installed
 pursuant to the contract (the "Contract") covering the Equip-
 acknowledges that on or prior to the date of acceptance of
 Lessor intends to sell and assign Lessor's right, title and
 to this Agreement and the Equipment to an assignee
**LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS
 SET FORTH IN THE CONTRACT, LESSOR MAKES NO EX-
 IMPLIED WARRANTIES OF ANY NATURE OR KIND WHAT-
 AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PRO-
 ALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL
 LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH
 AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH
 AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE
 SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL,
 TAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER
 RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING
 LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR
 PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY
 THIRD PARTY.**

Lessor is not responsible for, and shall not be liable to Lessee for
 damages relating to a loss of value of the Equipment for any cause or
 situation (including, without limitation, governmental actions or regulations
 or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. In the event sufficient funds
 are not appropriated or budgeted or otherwise legally available for Lease
 Payments under this Lease, Lessee will immediately notify Lessor of such
 occurrence and Lessee may terminate the Lease on the last day of the
 year for which funds were appropriated or budgeted to make Lease
 under this Lease. Upon such termination, Lessee shall not be
 make any additional Lease Payments beyond such fiscal
 Lessee be liable for any penalties or other expenses as a
 provided, however, that Lessee's obligation to
 due prior to such termination date shall not be
 in the event of such termination, Lessee
 possession of the Equipment to Lessor or

its Assignee on the date of such termination, packaged for shipment in ac-
 cordance with manufacturer specifications and freight prepaid and insured
 to any location in the continental United States designated by Lessor.
 Lessor will have all legal and equitable rights and remedies to take posses-
 sion of the Equipment. Notwithstanding the foregoing, Lessee agrees (i)
 that it will not cancel this Lease under the provisions of this Section if any
 funds are appropriated to it, or by it, for the acquisition, retention or opera-
 tion of the Equipment or other equipment performing functions similar to
 the Equipment for the fiscal period in which such termination occurs or the
 next succeeding fiscal period thereafter, and (ii) that it will not during the
 Lease Term give priority in the application of funds to any other function-
 ally similar equipment. This section will not be construed so as to permit
 Lessee to terminate this Lease in order to acquire any other equipment or
 to allocate funds directly or indirectly to perform essentially the same ap-
 plication for which the Equipment is intended.

6. CERTIFICATION AND AUTHORIZATION. Lessee represents,
 covenants and warrants that it is a state, or a political subdivision thereof,
 or that Lessee's obligations under this Lease constitutes an obligation
 entered into on behalf of a state or political subdivision thereof, such that
 any interest derived under this Lease will qualify for exemption from
 Federal income taxes under Section 103 of the Internal Revenue Code of
 1954, as amended. Lessee further represents and warrants that this Lease
 represents a valid deferred payment obligation of Lessee for the amount
 herein set forth of a Lessee having legal capacity to enter into same and is
 not in contravention of any Town/City, District, County, or State statute,
 rule, regulation, or other governmental provision applicable to or binding
 on Lessee: In the event that a question arises as to Lessee's qualification
 as a political subdivision, Lessee agrees to execute a power of attorney
 authorizing Lessor to make application to the Internal Revenue Service for
 a letter ruling with respect to the issue. Lessee agrees that (i) it will do or
 cause to be done all things necessary to preserve and keep the Lease in
 full force and effect; (ii) it has complied with all bidding requirements where
 necessary and by due notification presented this Lease for approval and
 adoption as a valid obligation on its part; and (iii) it has sufficient appropria-
 tions or other funds available to pay all amounts due hereunder for the cur-
 rent fiscal period.

7. TITLE TO EQUIPMENT; SECURITY INTEREST. Upon acceptance
 of the Equipment by Lessee hereunder, title to the Equipment will vest in
 Lessee; provided, however, that (i) in the event of termination of this Lease
 by Lessee pursuant to Section 5 hereof; (ii) upon the occurrence of an
 Event of Default hereunder, and as long as such Event of Default is contin-
 uing; or (iii) in the event that the purchase option has not been exercised
 prior to the Expiration Date, title will immediately vest in Lessor or its
 Assignee. In order to secure all of its obligations hereunder, Lessee
 hereby (i) grants to Lessor a first and prior security interest in any and all
 right, title and interest of Lessee in the Equipment and in all additions, at-
 tachments, accessions, and substitutions thereto, and on any proceeds
 therefrom; (ii) agrees that this Lease may be filed as a financing statement
 evidencing such security interest; and (iii) agrees to execute and deliver all
 financing statements, certificates of title and other instruments necessary
 or appropriate to evidence such security interest.

8. USE; REPAIRS. Lessee will use the Equipment in a careful manner
 for the use contemplated by the manufacturer of the Equipment and shall
 comply with all laws, ordinances, insurance policies and regulations
 relating to, and will pay all costs, claims, damages, fees and charges aris-
 ing out of the possession, use or maintenance of the Equipment. Lessee,
 at its expense will keep the Equipment in good repair and furnish all parts,
 mechanisms and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or
 improvements to the Equipment without Lessor's prior written consent
 unless such alterations, additions or improvements may be readily re-
 moved without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed
 from, or if the Equipment consists of rolling stock, its permanent base will
 not be changed from the Equipment Location without Lessor's prior written
 consent which will not be unreasonably withheld. Lessor will be entitled to
 enter upon the Equipment Location or elsewhere during reasonable
 business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and
 clear of all levies, liens and encumbrances except those created under this
 Lease. Lessee shall pay, when due, all charges and taxes (local, state and
 federal) which may now or hereafter be imposed upon the ownership, leas-
 ing, rental, sale, purchase, possession or use of the Equipment, excluding
 however, all taxes on or measured by Lessor's income. If Lessee fails to
 pay said charges and taxes when due, Lessor shall have the right, but
 shall not be obligated, to pay said charges and taxes. If Lessor pays any
 charges or taxes, Lessee shall reimburse Lessor therefor within ten days
 written demand.

12. RISK OF LOSS; DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, whether or not insured, and no such loss or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair. If Lessor determines that any item of equipment is lost, stolen, destroyed or damaged beyond repair ("Event of Loss"), Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor: (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease Payment due on such date; and (ii) an amount equal to the applicable Concluding Payment set forth in Schedule B. In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Concluding Payment to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Concluding Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or its assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

14. INDEMNIFICATION. Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, (including attorney's fees), damages or liabilities, and court costs of whatsoever kind and nature imposed or incurred by or asserted against Lessor which in any manner relate to or arise out of the ownership, delivery, lease, possession, use, operation, condition, sale or other disposition of the Equipment.

15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, set off, counterclaim, recoupment or the like which Lessee may have against Lessor. Upon assignment of Lessor's interests herein, Lessor will cause written notice of such assignment to be sent to Lessee which will be sufficient if it discloses the name of the assignee and address to which further payments hereunder should be made. No further action will be required by Lessor or by Lessee to evidence the assignment; but Lessee will acknowledge such assignments in writing if so requested. Lessor hereby assigns this Lease to Motorola, Inc. Lessee acknowledges the assignment and the fact that Motorola, Inc. reserves the right to reassign.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to which it is bound by hereunder and such failure is not cured

within twenty (20) days after written notice thereof by Lessor; discovery by Lessor that any statement, representation, or warranty by Lessee in this Lease or in writing ever delivered by Lessee hereto or in connection herewith is false, misleading or erroneously material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against Lessee, or a receiver or similar officer shall be appointed for Lessee of its property, and such proceedings or appointments shall be vacated, or fully stayed, within twenty (20) days after the institution thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all other Lease Payments due during the Fiscal Year in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly return the Equipment to Lessor in the manner set forth in Schedule B hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing, and the difference between the purchase price, rental and other amount received by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; and (iv) exercise any other right, remedy or privilege which may be available to it under the applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to enforce this Lease as to any or all of the Equipment. In addition, Lessee will be liable for all covenants and indemnities under this Lease and for all fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed herein or any other remedy available to Lessor.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time could become an Event of Default, then exists, Lessee will have the option to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment due together with the Concluding Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessee will transfer any and all of its right, title and interest in the Equipment to Lessor, as is, without warranty, express or implied, except that the Equipment shall be free and clear of any liens created by Lessor.

19. NOTICES. All notices to be given under this Lease shall be in writing and mailed by certified mail, return receipt requested, to the party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to limit the scope of any provision of this Lease.

21. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

22. DELIVERY OF RELATED DOCUMENTS. Lessee will execute and provide, as requested by Lessor, such other documents and instruments as are reasonably necessary with respect to the transaction contemplated by this Lease.

23. ENTIRE AGREEMENT; WAIVER. This Lease, together with the Delivery and Acceptance Certificate and other attachments hereto and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of this Lease found to be prohibited or unenforceable under applicable law shall be deemed to be deleted, and the remainder of the Lease shall remain in full force and effect.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of any term, covenant or condition hereof.