

ACCEPTANCE NOTICE, EQUIPMENT DISCLAIMER AND AGREEMENT

Re: Governmental Lease Purchase Agreement,
 dated 1-17, 1989, between
 LESSOR and LESSEE.

To LESSOR Priority Leasing Corporation

Gentlemen:

The equipment described in the above referenced Agreement was received by us and is in good order and condition and acceptable to us. We approve payment by you to the vendor and hereby certify that the LESSOR has fully and satisfactorily performed all covenants and conditions to be performed by it under the lease-purchase agreement described above.

This will advise that we are aware of our obligations under the above lease-purchase agreement and that we agree to enforce in our own name all warranties, agreements or representations, if any, which may be made by the vendor to us. We agree that LESSOR makes no expressed or implied warranties as to any matter whatsoever, including without limitation, the condition of the equipment, its merchantability or its fitness for any particular purpose except for those made by it as vendor. No defect or unfitness of equipment shall release us from the obligation to make payments to LESSOR or its assignee, or of any other obligations under this lease-purchase agreement.

Very Truly Yours,

Nassau County Board Of Commissioners/Dept
 Name of LESSEE of Emergency Services

Date of Acceptance January 17, 1989
 (1st. Pmt Due Date)

Signature James E. Testone
 James Testone

Title Chairman of Nassau County

EXHIBIT A

SCHEDULE NUMBER....., CONSTITUTING A PART OF MASTER STATE AND MUNICIPAL

LEASE AGREEMENT DATED....., BETWEEN Priority Leasing, LESSOR AND Nassau County Board of Commissioners Dept of Emergency Services....., LESSEE

EQUIPMENT COVERED BY THIS SCHEDULE:

QUANTITY	DESCRIPTION	SERIAL NO.	MONTHLY PAYMENT
1	Summit 386, 20 MHZ Computer with 130 MB Hard Drive		
1	Cal Comp 1043 Plotter		
2	Nanao Multi-Sync Monitors		
1	NEC 890 Laser Printer PANASONIC P-4450 LASER PRINTER		
1	Toshiba 286 Lap-Top Computer with 40 MB Hard Drive		

Equipment Located at: Department of Emergency Services
11 North 14th Street
Fernandina Beach, FL 32034

DATE OF THIS SCHEDULE..... FIRST PAYMENT DUE DATE..... ~~NOON ON THE FIRST DAY OF THE MONTH FOLLOWING THE DATE~~
~~XXXXXXXXXX~~ FIRST FIVE PAYMENT DUE ON DUE DATE

TERM OF RENTAL: FROM..... TO..... ~~36~~ months from first payment due date)

ACCEPTANCE CERTIFICATE

The Equipment was received by us, and is in good order and condition and acceptable to us. We approve payment by you to the vendor, and hereby certify that the LESSOR has fully and satisfactorily performed all of its obligations under the Lease. This will advise you that we have carefully read the Lease, and are fully aware of our obligations under it. WE AGREE TO ENFORCE, IN OUR OWN NAME, ALL WARRANTIES OR REPRESENTATIONS WHICH THE VENDOR HAS MADE TO US.

Nassau County Board of Commissioners

LESSEE: Dept of Emergency Services

By: *James Testone* Title..... Date..... 1-17-89

James Testone
Chairman of Nassau County

ASSIGNMENT OF LEASE SCHEDULE

For value received, LESSOR hereby sells, assigns and transfers to Assignee named above all of its right, title and interest in and to this Lease Schedule, including title to the equipment, all payments due, any and all insurance policies, and all proceeds of any of the foregoing. LESSOR is not hereby relieved of any of its obligations to LESSEE under the Lease.

LESSOR: Priority Leasing Corporation

By:..... Title: Admin. Manager Date.....
Michelle Board