

# COPYFAX

# RICOH

7662-33 Phillips Highway  
Jacksonville, FL 32256  
Phone: (904) 737-1300  
FAX: (904) 737-0005

September 15, 1993

**NASSAU COUNTY  
BUILDING and ZONING DEPARTMENT**

Attn: Mr. Doug Jones

Re: Copier Information

<u>Item</u>	<u>Purchase Price</u>
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RICOH FT 6750 Copier	\$ 8,604.00
Auto. Rev. Doc. Feeder	1,120.00
20 Bin Sorter / <i>STAPLER</i>	1,267.00

*11X17 CASSETTE.*

**TOTAL SYSTEM PURCHASE PRICE : \$10,991.00**

Current System Buy Out : \$ 3,267.00

COST : \$14,258.00

Less Trade/Discount on  
current Savin System : - \$ 1,244.00

60 Month Lease / Purchase : \$ 272.00 / Month  
(2 payments in advance)

\* Installation, Delivery & Set Up \$ 125.00 @ No Charge.

*GOVERNMENT CONTRACT # GS-00F-1972A*



**LESSOR**  
 LessAmerica Corporation • Vendor Group  
 4333 Edgewood Road N.E. • Cedar Rapids, Iowa 52495

**MUNICIPAL LEASE**

FLORIDA DOC STAMP TA. 71  
 REGISTRATION NO. 04-1886094-78-01

Lease No. 7734100

**LESSEE** (Full Legal Name)

Name NASSAU COUNTY BUILDING AND ZONING / Nassau Bd County Commissioners  
 Address 9390 S.R. 200 City FERNANDINA BEACH State FLORIDA Zip 32034

**VENDOR**

Name COPYPAK, Inc. City JACKSONVILLE State FLORIDA

THIS LEASE IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED HEREON AND ON THE REVERSE SIDE, ALL OF WHICH ARE MADE A PART HEREOF AND WHICH LESSEE ACKNOWLEDGES HAVING READ.

**THIS LEASE IS NOT BINDING UNTIL ACCEPTED BY LESSOR**

**LESSOR**

By Wendy Bunch (Signature)  
 Title Auditor  
 Date Accepted 10/18/93

**LESSEE** (As Stated Above)

X James T. Johnston (Signature) Chair (Title)  
 X PLANNING DIRECTOR (Signature) (Title)  
 CO-LESSEE (If Applicable)  
 X OCT 18 1993 (Signature Only) (Title)  
 X (Signature Only) (Title)

**TERMS AND CONDITIONS • PLEASE READ CAREFULLY BEFORE SIGNING**  
**DESCRIPTION OF EQUIPMENT LEASED**

Quantity	Type, Make, Model Number	Serial #
ONE	RICOH FT 6750 COPIER	2723450473
ONE	AUTO REVERSING DOCUMENT FEEDER	2732120021
ONE	20 BIN SORTER / STAPLER	2891080118

**EQUIPMENT LOCATION. Complete only if equipment will not be located at Lessee's address above.**

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ County \_\_\_\_\_

**SCHEDULE OF RENTAL PAYMENTS**

60 monthly rental payments of \$ 272.00 plus tax  
 SECURITY DEPOSIT \$ 544.00  
 Refundable upon expiration of the Lease, provided all Lease terms and conditions have been properly fulfilled by Lessee

1. **LEASE.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the equipment described above ("Equipment") upon the terms and conditions set forth in this lease agreement ("Lease"). The term "Lessee" shall include all Lessees who have signed this Lease, each of whom shall be jointly and severally liable.
2. **TERM AND RENT.** Lessee shall pay Lessor rent for the use of the Equipment, at such place as Lessor may designate, aggregate rent over the term of this lease equal to the total number of rental payments, multiplied by the amount of each payment plus applicable taxes. (The due date of the first rental payment is the date upon which the Equipment is delivered to Lessee, or any later date designated by Lessor.) The security deposit is due and payable at the time Lessee signs this Lease.
3. **DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Lessee agrees that it has selected both the vendor and the Equipment prior to requesting Lessor to purchase the same for this Lease and that Lessee leases the Equipment in an "AS IS" condition. All costs of delivery and installation are the sole responsibility of Lessee. Lessor shall not be liable for any loss or damage resulting from any delay or failure to deliver any item of Equipment. Upon delivery of the Equipment to the location identified above, Lessee shall inspect the Equipment and if acceptable Lessee shall verify with Lessor or its representative that the Equipment is acceptable. **ONCE THE CERTIFICATE OF ACCEPTANCE HAS BEEN SIGNED BY THE LESSEE, OR LESSEE VERIFIES THE ACCEPTABILITY OF THE EQUIPMENT, THIS LEASE SHALL BE NONCANCELLABLE FOR THE FULL LEASE TERM.** If Lessee cancels this Lease after signing this Lease but prior to delivery of the Equipment, or if Lessee refuses to verify acceptability of the Equipment within a reasonable time after the Equipment has been delivered, installed and ready for use, Lessee agrees to indemnify, defend and hold harmless Lessor from any claims or losses, including attorney fees, arising out of a demand for payment of the purchase price of the Equipment, including demands from the manufacturer or vendor of the Equipment. Lessor shall not be liable for specific performance of this Lease or for damages if the manufacturer or vendor delays or fails to deliver the Equipment.
4. **ACCEPTANCE OF LEASE.** Lessee acknowledges that Lessor shall not become contractually bound by this agreement until it is accepted by Lessor. Lessor has no connection whatsoever with the vendor, and no representation as to the Equipment or any other matter by the vendor shall relieve Lessee of any obligation under this Lease.
5. **DISCLAIMER OF WARRANTIES. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT THE MANUFACTURER OF THE EQUIPMENT, NOR THE MANUFACTURER'S OR VENDOR'S AGENT, AND LESSEE REPRESENTS THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON ITS OWN JUDGMENT AND DISCLAIMS ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY LESSOR. LESSOR HAS NOT MADE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF ANY KIND, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SUITABILITY, DURABILITY, DESIGN, OPERATION OR CONDITION OF THE EQUIPMENT OR ANY PART THEREOF, ITS MERCHANTABILITY, ITS FITNESS FOR USE FOR THE PARTICULAR PURPOSES AND USES OF LESSEE, OR OTHERWISE. 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 LEASED HEREUNDER OR FOR ANY DAMAGES BASED ON STRICT OR ABSOLUTE TORT LIABILITY OR LESSOR'S NEGLIGENCE. NO DEFECT OR UNFITNESS OF THE EQUIPMENT SHALL RELIEVE LESSEE OF ANY OBLIGATION UNDER THIS LEASE. LESSOR AGREES, TO THE EXTENT THEY ARE ASSIGNABLE, TO ASSIGN TO LESSEE, WITHOUT RECOURSE TO LESSOR, ANY WARRANTIES RECEIVED BY LESSOR WITH RESPECT TO THE EQUIPMENT.**
6. **TITLE, PERSONAL PROPERTY.** The Equipment is and shall remain the sole personal property of Lessee. No right, title or interest in the Equipment shall pass to Lessee other than the right to maintain possession and use of the Equipment for the full Lease term.
7. **LOCATION, INSPECTION.** Lessee shall not move the Equipment from the location noted in this Lease without the prior written consent of Lessor. Lessor shall have the right to enter upon the premises where the Equipment is located for the purpose of confirming the exigence, condition, and proper maintenance of the Equipment.
8. **USE, MAINTENANCE AND REPAIR.** Lessee shall use the Equipment in the manner for which it was intended, solely for Lessee's business purposes, in accordance with all applicable manuals and instructions and in compliance with all applicable laws and regulations. Lessee, at Lessee's own cost and expense, shall keep the Equipment in good repair, condition and working order, ordinary wear and tear only excepted, and shall furnish all parts, and servicing required. All replacement parts and repairs made to or placed upon the Equipment shall become the property of Lessor. Lessee may, with Lessor's prior written consent, make such modifications to the Equipment as Lessee may deem desirable.

**SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS**

**MUNICIPAL CERTIFICATE**

I, the undersigned, hereby certify that the individual(s) who executed this Lease had at the time of execution of this Lease full power and authority to execute this Lease and that all required procedures necessary to make this Lease a legal and binding obligation of the Lessee have been followed.  
 I also do hereby certify that payments due and payable by the Lessee under this Lease for the current lease term are within the current budget and within an available, unexpended and unencumbered appropriation.

**AGENCY OFFICIAL**

10-11-93  
 (Date Signed)

James T. Johnston (Signature and Title) Chairman

**CERTIFICATE OF ACCEPTANCE OF LEASED EQUIPMENT**

Lessee's signature hereon authorizes Lessor to verify by telephone with an authorized representative of Lessee on an inspection/verification certificate, a copy of which will be forwarded to Lessee upon completion by Lessor, the date the Equipment was delivered to Lessee; the serial numbers for the Equipment; that all necessary installation has been completed; that the Equipment has been examined by the Lessee and is in good operating order and condition and is in all respects satisfactory to Lessee and that the Equipment is accepted by Lessee for all purposes under the Lease. Lessee hereby authorizes Lessor to either insert or correct the Lease number, serial numbers, model numbers, beginning date, signature date, and Lessee's name.

**LESSEE**

X James T. Johnston (Signature and Title)

- in the conduct of its business; provided the same shall not diminish the value or utility of the Equipment, or cause the loss of any warranty thereon or any certification necessary for the maintenance thereof, and shall be readily removable without causing damage to the Equipment. Upon return to Lessor of Equipment as to such modifications which have been made, Lessee shall remove the same and restore the Equipment to its original condition, reasonable wear and tear only being excepted, and, if not so removed, the same shall automatically vest in Lessor.
9. **TAXES.** Lessee shall pay directly, or to Lessor, all license and registration fees, sales and use taxes, personal property taxes, and all other taxes and charges, which during the term of this Lease, may be imposed by any governmental entity upon this Lease or the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, whether assessed to Lessor or Lessee and whether due before or after termination of this Lease. All required personal property tax returns relating to the Equipment shall be filed by Lessor, unless otherwise agreed in writing. Lessor shall not be obligated to contest any valuation or tax imposed on the Equipment or this Lease.
10. **INDEMNITY.** Lessee assumes liability for and does agree to indemnify, defend if requested by Lessor and keep harmless Lessor from and against any and all liabilities, losses, damages, penalties, claims, actions, suits, costs and expenses, including court costs and legal fees, of whatever kind imposed on, incurred by or asserted against Lessor in any way relating to the manufacture, selection, purchase, ownership, delivery, lease, possession, use, operation, condition, return or disposition of the Equipment, including without limitation, any claim alleging latent or other defects, whether or not discoverable by Lessor or Lessee, and any claim arising out of strict liability in tort. This provision shall survive expiration or termination of this Lease.
11. **LOSS OR DAMAGE.** Lessee hereby assumes and shall bear the entire risk of loss or destruction of or damage to the Equipment from any cause whatsoever, whether or not insured, until the Equipment is returned to Lessor. No such loss or damage shall relieve Lessee from any obligation under this Lease. In the event of damage to, loss or destruction of the Equipment, Lessee shall notify Lessor in writing of such fact and shall, at the option of Lessor, (a) place the same in good condition and working order, (b) replace the Equipment with like equipment in good condition and working order and transfer clear title to such replacement equipment to Lessor, whereupon such equipment shall be subject to this Lease and be deemed the Equipment for purposes hereof; or (c) pay to Lessor the total of all unpaid rents for the entire Lease term reduced to their present value by applying a discount rate of 8% plus the estimated fair market value of the Equipment at the end of the originally scheduled Lease Term, whereupon this Lease shall terminate. Any insurance proceeds received with respect to the Equipment shall be applied, in the event option (c) is elected, in reduction of the then unpaid obligations of Lessee to Lessor, if not already paid by Lessee, or, in the event option (a) or (b) is elected, to reimburse Lessee for the costs of repairing, restoring or replacing the Equipment upon receipt by Lessor of satisfactory evidence, that such repair, restoration or replacement has been completed.
12. **INSURANCE.** Lessee shall keep the Equipment insured against theft and all risks of loss or damage from every cause whatsoever for not less than the replacement cost of the Equipment and shall carry public liability insurance, both personal injury and property damage, covering the Equipment and its use. Such insurance for theft, loss or damage shall name Lessor as Loss Payee, and such liability insurance shall name Lessee as Named Insured and Lessor as Additional Insured. Lessee shall pay the premiums therefor, be responsible for all deductible portions thereof, and shall deliver to Lessor evidence satisfactory to Lessor, of such insurance coverage. Lessor, however, shall be under no duty to ascertain the existence of or to examine such insurance policies or to advise Lessee in the event such insurance coverage shall not comply with the requirements hereof. The proceeds of such insurance payable as a result of loss or damage to the Equipment shall be applied as set out in paragraph 11. Lessee irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of, and execute and endorse all documents, checks or drafts received in payment for loss or damage under any said insurance policies. If within ten (10) days after Lessor's request, Lessee fails to deliver satisfactory evidence of such insurance to Lessor, then Lessor shall have the right, but not the duty, to obtain such insurance at the expense of the Lessee. Lessee shall pay, for Lessee's own account, the premiums and all related expenses and charges, including interest at the rate of 1.5% per month or, if less, the highest rate permitted by law.
13. **COLLECTION EXPENSES, INTEREST, ADVANCES, SECURITY DEPOSIT, AND PROCESSING FEE.** Should Lessee fail to pay any part of the Rent or any other sum required to be paid by Lessee to Lessor hereunder, to the extent allowed by law Lessee shall pay Lessor a one time late charge fee equal to 10% of such delinquent payment, but in no event greater than the highest lawful rate and the collection expenses incurred by Lessor to collect said payments. In addition to the late charge herein, and to the extent allowed by law, such delinquent payment shall continue to accrue interest at the highest lawful rate from the due date until paid. All advances made by Lessor to preserve said property or to pay insurance premiums for insurance thereon or to discharge and pay any taxes, liens or encumbrances thereon shall be added to the unpaid balance of rentals due hereunder and shall be repayable by Lessee to Lessor together with interest thereon at the highest lawful rate until paid. It is agreed that in no event and under no circumstances shall any amount paid by the Lessee to Lessor exceed the highest lawful rate permissible, under applicable law, if in any circumstances whatsoever, it is determined that performance under this Lease shall result in a payment of interest in excess of that allowed by applicable law, then such excess interest collected shall not be applied to the payment of interest and interest shall be at the highest rate allowed by law. Provided all Lease terms and conditions have been properly fulfilled by Lessee, Lessor at its sole option shall apply Security Deposit to last payment(s), purchase option, or refund the Security Deposit upon expiration of the Lease. Lessor will charge a processing fee of \$40 to compensate Lessee for expenses incurred in processing the Lease.
14. **DEFAULT.** Any of the following events or conditions shall constitute an event of default hereunder: (a) Lessee's failure to pay any sum due Lessor within ten (10) days after the due date thereof; (b) Lessee's failure to observe or perform any other term, covenant or condition of this Lease and such failure continues for twenty (20) days following receipt of written notice from Lessor; (c) a writ of attachment or execution be levied upon the Equipment and is not released or satisfied within ten (10) days; (d) the filing by or against Lessee of a petition under the Bankruptcy Code or under any other insolvency law providing for the relief of debtors; (e) the voluntary or involuntary making of an assignment of a substantial portion of its assets by Lessee for the benefit of creditors, appointment of a receiver or trustee for Lessee or for Lessee's assets, commencement of any formal or informal proceeding for dissolution, liquidation, settlement of claims against or winding up of the affairs of Lessee, or Lessee ceases doing business as a going concern; (f) any representation or warranty made by Lessee herein or in any document delivered to Lessor in connection herewith shall prove to have been misleading in any material respect when made; or (g) Lessee being in default under any other contract with Lessor.
15. **REMEDIES.** Upon the occurrence of an event of default, Lessor may exercise, at its sole discretion, any and/or all of the following remedies: (a) provide written notice to Lessee of the default; (b) declare the entire balance of the unpaid Rent for the full Lease term immediately due and payable, plus any other amounts due under the Lease all which shall be considered the acceleration; sue for and recover all Rent and any other payments then accrued or accelerated under this Lease including any expenses or costs paid or incurred by Lessor in connection with the repossession, holding, repair and subsequent sale, lease or other disposition of the Equipment, however, Lessor shall discount future Rent to its present value at a rate equal to the prime rate in effect at the time of acceleration, as the prime rate is defined by the Wall Street Journal. Said prime rate shall not exceed 8%, or be higher than the maximum rate of interest then permitted pursuant to applicable law; or (b) provide written notice to Lessee of the default and require that the Lessee return the Equipment to Lessor as provided in Paragraph 17 hereof, and in the event Lessee fails to so return the Equipment, enter upon the premises peacefully with or without legal process where the Equipment is located and repossess the Equipment free from all claims by Lessee and without liability for trespass or any damages. Such return or repossession of the Equipment shall not constitute a termination of this Lease unless Lessee expressly so notifies Lessee. In the event the Equipment is returned by the Lessee or repossessed by the Lessor and unless the Lessor has terminated this Lease, Lessor shall sell or re-lease the Equipment, to such persons and upon such terms as Lessor may determine, at one or more public or private sales and with or without notice to Lessee. If notice thereof is required by law, any notice in writing of any such sale or lease by Lessor to Lessee not less than ten days prior to the date thereof shall constitute reasonable notice thereof to Lessee, and apply the net proceeds thereof after deducting the costs and expenses of such sale or re-lease, to Lessee's obligations hereunder with Lessee remaining liable for any deficiency and with any excess being retained by Lessor. The proceeds of a re-lease of Equipment shall be the amount reasonably assigned by Lessor as the value of the Equipment in determining the Rent under such lease. In the event of a sale, an amount equal to the estimated fair market value of the Equipment at the expiration of the originally scheduled Lease term shall be deducted to arrive at the net proceeds of such sale; or (c) pursue any other remedy either at law or in equity, to enforce performance by Lessee of the applicable covenants of this Lease or to require damages for the breach thereof.
- Lessee agrees to pay Lessor all costs and expenses, including attorney's fees, incurred by Lessor in exercising or attempting to exercise any of its rights or remedies herein conferred or now or hereafter existing at law or equity or in collecting or attempting to collect money due or to become due under this Lease. No right or remedy conferred upon or reserved to Lessor hereunder is exclusive of any other right or remedy herein or provided by law, but each shall be cumulative and may be enforced separately or concurrently and from time to time.
16. **ASSIGNMENT.** Without the prior written consent of Lessor, Lessee shall not sublet, lend, assign, or pledge this Lease, the Equipment or any interest in either, or permit any lien, charge or encumbrance thereon. Lessee will not relinquish possession or abandon the Equipment to any party other than Lessor. In the event Lessee sells or assigns substantially all its assets, without Lessor's prior consent, Lessee is deemed to have automatically granted Lessor a lien on all the assets sold or assigned.
- All rights of Lessor in the Equipment and under this Lease may be assigned, pledged, or otherwise disposed of, without notice to Lessee, but always subject to the rights of Lessee under this Lease. In the event of an assignment by Lessor, no breach or default by Lessor hereunder shall excuse performance by Lessee of any provision hereof, it being understood that in the event of such default or breach by Lessor that Lessee shall pursue any rights on account thereof solely against Lessor and shall not assert against such assignee any defense, counterclaim or set-off which Lessee may have against Lessor. If Lessee is given notice of any such assignment, Lessee agrees to acknowledge receipt thereof in writing and, if so directed therein, to pay directly to such assignee all sums payable hereunder.
- Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, legatees, personal representatives, successors and assigns of the parties hereto.
17. **RETURN OF EQUIPMENT.** Upon expiration of the Lease Term or other termination, Lessee shall immediately return the Equipment in good operating condition as defined by applicable original factory specifications, to such place within the continental United States as is designated by Lessor. The Equipment shall, at Lessee's sole expense, be properly crated and shipped, as designated by Lessor, freight prepaid and properly insured. Should Lessee not return the Equipment at the end of the Lease Term, Lessee shall continue to pay rent to Lessor in the sum and on the due dates set out in this Lease as a month to month lease term until returned by Lessee. Should Lessee fail to return the Equipment upon such demand by Lessor, Lessor may recover from Lessee the replacement value of the Equipment.
18. **LESSOR'S PAYMENT.** In the event Lessee fails to pay any taxes due pursuant to paragraph 9, hereof, or other amounts due hereunder, or to procure the insurance required pursuant to paragraph 12, hereof, or to perform any of its obligations under this Lease, Lessor may, but without any obligation to do so, pay such amounts or perform such obligations. Lessee shall reimburse Lessor, upon demand, the amount of such payment or cost of such performance and Lessee's failure to do so shall be the same as failure to pay any installment of rent hereunder.
19. **ENTIRE AGREEMENT; NON-WAIVER; SEVERABILITY.** This Lease contains the entire agreement and understanding between Lessee and Lessor. Nothing shall be binding on the parties hereto unless set forth in writing and signed by the parties. Time is of the essence in this Lease. No waiver by Lessor of any breach or default shall constitute a waiver of any additional or subsequent breach or default by Lessor nor shall it be a waiver of any of Lessor's rights. Any provision of this Lease which for any reason may be held unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions of this Lease, and any such unenforceability in any jurisdiction shall not render unenforceable such provision in any other jurisdiction.
20. **NOTICES.** Written notices to be given hereunder shall be deemed to have been given when delivered personally or deposited in the United States mails, certified, return receipt requested, postage prepaid, addressed to such party at its address set forth above or at such other address as such party may have subsequently provided in writing.
21. **JURISDICTION AND VENUE.** THIS LEASE SHALL BE BINDING AND EFFECTIVE WHEN ACCEPTED BY AN OFFICER OF LESSOR AT ITS HOME OFFICE IN CEDAR RAPIDS, IOWA, SHALL BE DEEMED TO HAVE BEEN MADE IN CEDAR RAPIDS, IOWA, AND EXCEPT FOR LOCAL FILING REQUIREMENTS, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF IOWA. LESSEE KNOWINGLY AND VOLUNTARILY CONSENTS TO BE SUBJECT TO THE JURISDICTION OF THE STATE OF IOWA FOR PURPOSES OF ADJUDICATING ANY RIGHTS AND LIABILITIES OF THE PARTIES PURSUANT TO THIS LEASE, WITH VENUE TO BE IN LINN COUNTY, IOWA.
22. **OPTION TO PURCHASE.** Provided Lessee chooses not to exercise its right to return the Equipment as stated in paragraph 17, and provided no uncured event of default exists, Lessor hereby grants to Lessee the option to purchase all (not part) of the Equipment at the expiration of the term of this Lease for its then fair market value, payable in cash to Lessor. This option may be exercised by notification in writing, delivered to Lessor not more than one hundred eighty (180) days nor less than sixty (60) days prior to the expiration of the term of this Lease. If such purchase option is exercised, Lessee will, at the expiration of the term of this Lease, pay the purchase price in cash to Lessor and Lessor will execute and deliver to Lessee a Bill of Sale for the Equipment, free from all liens, encumbrances, assignments or hypothecations created by Lessor.
23. **UCC FILING.** Lessor and Lessee agree that a reproduction of this Lease may be filed as a financing statement and shall be sufficient as a financing statement under the Uniform Commercial Code. Lessee shall execute or obtain and deliver to Lessor, upon Lessor's request, such instruments, financing statements and assurances, as Lessor deems necessary or advisable for the protection or perfection of this Lease and Lessor's rights hereunder and will pay all costs incident thereto.
24. **WARRANTY OF BUSINESS PURPOSES.** Lessee hereby warrants and represents that the Equipment will be used for business purposes, and Lessee acknowledges that Lessor has relied upon this representation in entering into this Lease.
25. **NON-APPROPRIATION OF FUNDS.** Notwithstanding any provision in the Lease to the contrary, in the event the Lessee is not appropriated sufficient funds for equipment which will perform services and functions which are essentially the same services and functions for which the Equipment was leased (if such appropriation is specifically required to pay the Lease payments herein); and funds are not otherwise available to Lessee to pay the lease payments; and there is no other legal procedure by which payment can be made to Lessor, and if non-appropriation of funds did not result from any act or failure to act on the part of the Lessee, Lessee shall have the right to return the Equipment to Lessor (at Lessee's expense, to a destination Lessor directs, in good working condition less normal wear and tear); and cancel this Lease by a Notice to such effect served not less than thirty (30) days prior to the end of the Lessee's fiscal year.
- Upon such early cancellation, Lessee may not thereafter acquire functionally similar equipment, nor may Lessee otherwise contract for services and/or products which are similar in nature as was being provided by the equipment subject to this Lease for the duration of the full original term of the Lease. In the event, subsequent to such early cancellation, funds are made available to Lessee for equipment which will perform services and functions which in whole or in part are the same services and functions for which the Equipment was originally leased, Lessee agrees, at Lessor's option, to purchase, lease or otherwise acquire such equipment from Lessor.