

SQUAXIN ISLAND TRIBE



RESOLUTION NO. 10-9/

of the

SQUAXIN ISLAND TRIBAL COUNCIL

WHEREAS, the Squaxin Island Tribal Council is the Governing Body of the Squaxin Island Tribe, its members, its lands, its enterprises and its agencies by the authority of the Constitution and Bylaws of the Squaxin Island Tribe, as approved and adopted by the General Body and the Secretary of the Interior on July 8, 1965; and

WHEREAS, under the Constitution, Bylaws and inherent sovereignty of the Tribe, the Squaxin Island Tribal Council is charged with the duty of protecting the health, security, education and general welfare of tribal members, and of protecting and managing the lands and treaty resources and rights of the Tribe; and

WHEREAS, the Tribe is a federally-recognized Indian Tribe possessing reserved powers, including the powers of self-government; and

WHEREAS, the Squaxin Island Tribal Council has been entrusted with the creation of ordinances and resolutions in order to fulfill their duty of protecting the health, security, education and general welfare of tribal members, and of protecting and managing the lands and treaty resources of the Tribe; and

WHEREAS, the Squaxin Island Tribal Council finds that the regulation of business activities on all lands within the jurisdiction of the Squaxin Island Tribe is essential to the health and welfare of the Squaxin Island Tribe and its members; and

WHEREAS, the Squaxin Island Tribal Council is the duly governing body of the Indian Tribe; and

WHEREAS, then Squaxin Island Tribal Council has the power and authority to administer any funds or property within the control of the Tribe under the Constitution of the Squaxin Island Tribe; and

Resolution No.	10
Page 2 of 2	

WHEREAS, it is in the best interests of the Tribe that it lease the ("Equipment") from De Lage Landen Financial Services, Inc. ("DLL") for the Squaxin Island Tribe at 10 SE Squaxin Lane, Shelton, Washington 98584 ("Address"); and

WHEREAS, it will be necessary for the Tribe to waive its inherent sovereign immunity to the extent necessary to make the terms and conditions of the Lease mutually enforceable by the parties to the Lease; and

WHEREAS, Squaxin Island Tribal Council will authorize the Tribe's Chairman or in his absence, the Executive Director, to sign the Lease on behalf of the Tribe.

NOW, THEREFORE, BE IT RESOLVED, that the Tribe is authorized to lease the Equipment under Lease Agreement # HFS312678-001, HFS309514-001, and HFS308656-001 (attached) for the Squaxin Island Tribe at 10 SE Squaxin Lane, Shelton, Washington 98584; and

BE IT FURTHER RESOLVED, that the Tribe waives its inherent sovereign immunity to the extent necessary to make the terms and conditions of the Lease mutually enforceable by the parties to the Lease; and

BE IT FURTHER RESOLVED, Squaxin Island Tribal Council will authorize the Tribe's Chairman or in his absence, the Executive Director, to sign the Lease on behalf of the Tribe.

NOW THEREFORE IF FINALLY BE RESOLVED, Resolution #10-67 is hereby rescinded and substituted with this Resolution #10-9/__.

CERTIFICATION

The Squaxin Island Tribal Council hereby certifies that the foregoing Resolution was adopted at
the regular meeting of the Squaxin Island Tribal Council, held on this _16 day of
September, 2010, at which time a quorum was present and was passed by a vote of
David Lopeman, Chairman
1 to Klussoff
Attested by:
Peter Kruger, Sr., Secretary
Auf ly
Arnold Cooper, Vice Chairman

de lage landen @

Lease Agreement

	* **			***************************************							309514-001	
1 5	-uil Legal Name SQUAXIN ISLAND TRII	BAL COUNCIL							36042697			
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Z	Equipment Make	Model Number	Serial Numbe		Quantity	Descn	ption (Attach se	parate Schedule A	If Necessary)			
ATIC	Sharp	MX-3100N	0501	3386	ol	Cal	or Copie	1				
UIPIN	•						,					
EQUIPMENT								***************************************				
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PAYMENT INFORMATION	36	255.80	1			30		Fair Market		Monthly The FMV unless another	option is indicated.	
AYN		+		=		Seci		First Penod Payment	(PLUS) Oth	ner (EQUALS)	Total Payment Enclosed	
a F		+		27			Ø +		+	= ~	27.0.0000	
				-1	ERMS AND	CONDITIONS					3	
1, Lease:	You (the "Lessee") agree	to lease from us (the "L ou authorize us to adjust	essor*) the Equipm	ent listed above	and on any	will conf	inue after the tern			and maintain comprel		
altached s the Equipr	ichedule (the "Lease"). Yo ment or taxes differs from	n the supplier's estimate term of this Lease begins	the Lease payment This lease is effort	ective on the da	it the cost of	insurance 6, Taxes	e naming us as an	additional insured w when due, either o	ith coverages and lirectly or as rein	d amounts acceptable to hoursement to us, all s	to us.	
accepted a	and signed by us, and the	term of this Lease begins continues thereafter for	s on that date or an the number of mo	y later date that on the indicated a	we designate bove. Lease	property	taxes and charge	s in connection with	ownership and u	use of the Equipment. 1	We may charge you a	
nsymante	are due as invoiced by	us As you will have not	session of the Ea	uioment from the	e date of its	loss of a	ny tax benefits ant	icipated at the Comm	encement Date a	demnify us on an after arising out of your acts	or omissions.	
Equipment	t is delivered to you until	is Lease you will pay us the Commencement Dat	e, as reasonably c	aicuiateo by us t	based on the	7. End of below) b	of Lease: You will before the expiration	give us at least 60 da on of the initial Least	ays but not more term for any re	than 120 days written enewal term) of your in	notice (to our address	
Lease pay	ment, the number of da	ys in that period, and a t subject to cancellation,	monin of 30 days.	rour Lease on	ligations are	return th	e Equipment, With	r proper notice you r	nay: a) purchase	all the Equipment as unts will be determine	indicated above under	
pay us a fe	ee of \$75 to reimburse ou	r expenses for preparing s during the term of this L	financing statement	ts, other docume	intation costs	Equipme	ent's in place value); or b) return all the	Equipment in go	ood working condition a or if you do not (i) pur	it your cost in a timely	
and may b	be applied to cure a Leas	e default. If you are not i	n default, we will re	durn the deposit	to you when	Equipme	ent as provided h	ierein, this Lease v	raii to notiry us, vill automatically	renew at the same	chase or (ii) return the payment amount for	
	- PAR Linksons in name	ent is not made when due er. We will charge you a	for of EDE for any	chack that is rai	urned Ohli V	consecu	tive 60-day period:	3.	•		, , ,	
WÉ ARE LEASE.	AUTHORIZED TO WAI	YE OR CHANGE ANY 1	ERM, PROVISION	OR CONDITION	ON OF THE	8. Default and Remedles: You are in default on this Lease if: all you fail to pay a Lease Payment or any other amount when due; or b) you breach any other obligation under the Lease or any other Lease with us, if you are in default on the Lease we may. (i) declare the entire balance of unpaid Lease Payments for the full.						
2. Title: U	Inless you have a \$1.00 p	ourchase option, we will he deemed to be a security	ave title to the Equ	ipment. If you i	have a \$1.00	you are in default on the Lease we may; (i) declare the entire balance of unpaid Lease Payments for the full Lease term immediately due and payable to us; (ii) sue you for and receive the total amount due on the						
Equipmen	t and all proceeds thereo	of. You authorize us to f	ie Uniform Comme	rcial Code ("UC	C1) financing	Lease term immediately due and payable to us; (ii) sue you for and receive the total amount due on the Lease plus the Equipment's anticipated end of Lease fair market value or fixed price purchase option (the Residual") with future Lease Payments and the Residual discounted to the date of default at the lesser of (A) a per annum interest rate equivalent to that of a U.S. Tressury constant maturity obligation (as reported by the U.S. Tressury Conserved that would have a row meet terminal to the state of the conserved that would have a row meet terminal to the conserved that would have a row meet terminal to the conserved that would have a row meet terminal to the conserved that would have a row meet terminal that we have the conserved that would have a row meet terminal terminal to the conserved that would have a row meet terminal ter						
3. Faulor	s on the equipment. ment Use, Maintenance	and Warranties: We a	re leasing the Equ	lipment to you	"AS-IS" AND							
MAKE NO) WARRANTIES, EXPRE	SS OR IMPLIED, INCLU R PURPOSE. We transfe	IDING WARRANTI	ES OF MERCH	ANTABILITY .	reasonably determined by us, or (B) 6% per annum, plus reasonable collection and legal costs; (iii) charge you interest on all montes due at the rate of 18% per year or the highest rate permitted by law from the date of default, and (v) require that you immediately return the Equipment to us or year, page-ably represenses.						
required a	et your cost to keep the E	quipment in good working	condition and to pa	ay for all supplies	s and repairs.							
that we a	re not responsible to pro	cost of maintenance and vide the maintenance or	service and you w	rill make all clair	ms related to	It. Any return or repossession will not be considered a termination or cancellation of the Le Equipment is returned or repossessed we will sell or re-rent the Equipment at terms we determit more public or private sales, with or without notice to you, and apply the net proceeds (after de						
maintenar	nce and service to the thin	rd party. You agree that a Lease Payments when d	iny claims related t ue.	o maintenance o	r service will							
4. Assign	ment: You acree not to	transfer, sell, sublease, a thout our prior written co	ssion, pleage of ef	icumber either tr	ne Equipment	ent us. 1 s. 1 s						
transfer th	he Lease and the new ow	mer will have the same no	ints and benefits w	re now nave and	will not have							
to perform	n any of our obligations a that you may have agains	nd the rights of the new o	wher will not be su	Dject to any clair	ns, detenses,	contrac	with the supplier	and may contact the	supplier for a de:	scription of these rights	s. If requested, you will	
5. Risk o	of Loss and Insurance	fou are responsible for all satisfy all of your Lease	risks of loss or dai	mage to the Equ	ipment and if	sign a separate Equipment acceptance certificate. This Lease was made in Pennsylvania ("PA"), is to be performed in PA and shall be governed and construed in accordance with the laws of PA. You consent to jurisdiction, personal or otherwise, in any state or federal court in PA and tirrevocably						
any loss o	occurs you are required to It risks of loss or damage	for an amount equal to	its replacement on	st. You will list u	s as the sole	waive a	trial by jury. You	agree to waive any	and all rights and	d remedies granted to	you under Sections 2A-	
loss pave	e for the insurance and o	ive us written proof of the	insurance. If you co	lo not provide su	ich insurance.	508 thro	ough 2A-522 of the personal, family or	e UCC. You agree the household use and	at the Equipmen will not be moved	it will only be used for I from the above locati	business purposes and on without our consent.	
you agree the amou	e that we have the right. D Int due from you, on whic	ut not the obligation, to ob h we may make a profit.	itain such insurance We are not respons	s, and add an ins sible for any loss	ses or injuries	You ag	ree that a facsimile	copy of the Lease v	vith facsimile sign	natures may be treated quipment during the Le	d as an original and will	
caused b	y the Equipment and you	will reimburse us and de	fend us against an	y such claims. T	his indemnity	po dan-	boloic as cylodia.	or the Louise. The his	of mopoci are co	quipmorn during the co	200 (0.11).	
		non-cancelable lease. It	re Equipment is:	X NEW US	ED						s. The Lessor is not	
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SEE	Ray Pete	rc			,	BUARANTY				ed by and constituted and I consent to non-		
LESSEE	Ray Pele	12				90	in any state or	federal court in Per		vaive trial by jury.	and distriction	
	Title Execut	ive Direc	ctor	07/0	7/201	0	Signature			Date		
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ITT	DE LAGE LANDEN	I FINANCIAL SERV	ICES, INC.									
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~	19087-8608		WA PROT			щ	satisfactory a	nt has been rece nd acceptable.	wen, har ii t	aso, is it good wo	inning brook! and is	
ESSOR	PHONE: (800) 735- Commencement Date	3273 • FAX: (800) 7	76-2329 ease Number			ANCE	Signature		***************************************	Date		
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Accepted By							Print Name			Title		
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Lease Agreement

# HFS312678-001											
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	Equipment Make	Model Number	Serial Number	Quantity	Description (Attach separate Schedule A If Necessary)						
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ttached s ne Equip	schedule (the "Lease"). Yo ment or taxes differs fron	u authorize us to adjust n the supplier's estimat	the Lease payments by up to 15% a. This lease is effective on the c	late that it is	insurance naming u	is as an additional insured	d with coverages an	d amounts acceptable to in hoursement to us, all sale	us.		
he "Con	nmencement Date") and o	continues thereafter for	s on that date or any later date that the number of months indicated a ssession of the Equipment from t	above. Lease	processing fee for	administering property ta	x filings. You will in	use of the Equipment. We indemnify us on an afterta	x basis against the		
elivery, i	f we accept and sign thi	is Lease you will pay to	is interim rent for the period from	the date the	7. End of Lease: Y	its anticipated at the Color of the Indian I among the Indian of the Indian I among the I	mmencement Date a D days but not more	arising out of your acts or than 120 days written no enewal term) of your inter	omissions. tice (to our address		
ase pay	yment, the number of day unconditional and are not	ys in that period, and a	reduction, setoff or counterclaim.	You agree to	return the Equipme "End of Lease Opt	nt. With proper notice yo lon"(fair market value pu	ou may: a) purchase urchase option amo	e all the Equipment as incounts will be determined	dicated above under		
nd all on	going administration costs	s during the term of this	financing statements, other docum ease Security deposits are non-in n default, we will return the deposi	terest-bearing	manner, and to a lo	ocation we designate. If y	ou fail to notify us,	ood working condition at y or if you do not (i) purch	ase or (ii) return the		
ne Lease	is terminated. If a payme	nt is not made when du	e, you will to pay us a late charge fee of \$25 for any check that is re TERM, PROVISION OR CONDITI	of 10% of the	consecutive 60-day	periods.		y renew at the same parts of t	•		
EASE.			FERM, PROVISION OR CONDITI have title to the Equipment. If you		other amount when	n due; or b) you breach ar on the Lease we may: (i)	ny other obligation (declare the entire b	under the Lease or any ot palance of unpaid Lease F	her Lease with us. If		
urchase	option and/or the lease is	deemed to be a security	agreement, you grant us a security file Uniform Commercial Code ("U	interest in the	Lease term immed Lease plus the Equal "Residual" with fut	liately due and payable uipment's anticipated end ure I ease Payments and	to us; (II) sue you d of Lease fair mar the Residual disco	for and receive the total ket value or fixed price p	amount due on the purchase option (the		
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R FITN	ESS FOR A PARTICULAL	R PURPOSE. We transi	JDING WARRANTIES OF MERCH er to you any manufacturer warrar g condition and to pay for all suppli	ities. You are	reasonably determined by us, or (B) 69% per annum, plus reasonable collection and legal costs; (III) charge you interest on all monies due at the rate of 18% per year or the highest rate permitted by from the date of default; and (iv) require that you immediately return the Equipment to us or we may peaceably repossess						
the Lea nat we a	ise Payment includes the ire not responsible to prov	cost of maintenance an vide the maintenance o	d/or service provided by a third pa · service and you will make all cla	ims related to	It. Any return or repossession will not be considered a termination or cancellation of the Lease. If the Equipment is returned or repossessed we will sell or rerent the Equipment at terms we determine, at one						
naintena	nce and service to the thir	d party. You agree that	any claims related to maintenance	or service will	more public or private sales, with or without notice to you, and apply the net proceeds (after deducting an						
r any ri ransfer t	nment: You agree not to t ghts under this Lease wit he Lease and the new ow	ranster, sell, sublease, i thout our prior written c ner will have the sameri	assign, pledge or encumber either onsent. You agree that we may s ghts and benefits we now have an	ell, assign, or d will not have	acknowledge we have given you the name of the Equipment supplier and that you may have rights under the						
o perforr or setoffs	n any of our obligations at that you may have agains	nd the rights of the new it us or any supplier.	owner will not be subject to any cla	ims, derenses,	contract with the si	upplier and may contact t	the supplier for a de	scription of these rights.	If requested, you will		
ny loss	occurs you are required to	satisfy all of your Lease	I risks of loss or damage to the Eq obligations. You will keep the Equ	ipment insured	sign a separate Equipment acceptance certificate. This Lease was made in Pennsylvania ("PA"), is to performed in PA and shall be governed and construed in accordance with the laws of PA. consent to jurisdiction, personal or otherwise, in any state or federal court in PA and irrevoca						
oss Dave	e for the insurance and of	ve us written proof of the	its replacement cost. You will list in a line in the second of the secon	uch insurance,	walve a trial by jury. You agree to walve any and all rights and remedies granted to you under Sections 2 508 through 2A-522 of the UCC. You agree that the Equipment will only be used for business purposes a not for personal, family or household use and will not be moved from the above location without our const						
amou	int due from you, on which	n we may make a profit.	otain such insurance, and add an in We are not responsible for any los	ses or injuries	You saree that a fa	accimile conv of the Lese	ne with faceimile eld	natures may be treated a quipment during the Leas	le an original and will		
			efend us against any such claims. ne Equipment is: NEW U		Luncond	itionally quaranty promp	at navment of all the	ne Lessee's obligations.	The Lessor is not		
	Lessee (Full Legal Nar	ne)			required	to proceed against the	Lessee or the Eq	uipment or enforce other and all other notices or d	r, remedies before		
	SQUAXIN ISLAND TRI	DAYE COUNCIL			to which	I may be entitled. I cons	ent to any extension	ns or modification granted any obligations of the L	d to the Lessee and		
SS	Print Name	<u> </u>				rs without releasing me for	rom my obligations.	This is a continuing guar roed by or for the berefit	ranty and will remain		
ESSEE	0 /	7-25			successo	or of the Lessor. This gu	iaranty is governe	ed by and constituted in	n accordance with		
	Aitle Aitle	FTERS	Date		In any st	tate or federal court in P	ennsylvania and v	vaive trial by jury.			
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	Lease Processing C 19087-8608	enter: 1111 Old Ea	gle School Road, Wayne, F	'A			eceived, put in u	use, is in good worki	ing order and is		
LESSOR	PHONE: (800) 735-	3273 • FAX: (800)	776-2329 Lease Number		Signatu	tory and acceptable.		Date			
"	Commencement Date		Leady (Tallibo)		Signatu Signatu Print Na						
1 1	Accepted By				Print Na	ame		Title			

	# HFS308656-001													
S	uli Legal Name QUAXIN ISLAND TRIE	BAL COUNCIL								3604269781				
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PAYMENT INFORMATION			+				Deposit		Payment			Enclosed		
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l. Lease:	You (the "Lessee") agree	to lease from us (the "Le	ssor") the Equipm	nent listed above	and on any	CONDITIONS will continue a		nination of this Lease	. You will obtain a	nd maintain o	comprehensive public liability		
attached s the Equipr	chedule (the "Lease"). Yo nent or taxes differs from	ou authorize us to a n the supplier's es	idjust th timate.	e Lease paymen This lease is ef	ts by up to 15% fective on the da	if the cost of ate that it is	insurance nami	ing us as an	additional insured w	Ith coverages and a	amounts acce			
(the "Com	and signed by us, and the mencement Date") and o	continues thereafte	r for th	e number of mo	inths indicated a	bove. Lease	property taxes	and charge	s in connection with	ownership and use	of the Equip	oment. We may charge you a an after-tax basis against the		
payments delivery, if	are due as invoiced by we accept and sign thi	us. As you will hav is Lease you will	ve poss pay us	ession of the Ed interim rent for	uipment from the the period from	e date of its the date the	loss of any tax	benefits ant	icipated at the Comm	encement Date ari	sing out of yo	our acts or omissions. written notice (to our address		
Equipment Lease pay	is delivered to you until ment, the number of day	the Commencement ys in that period, a	nt Date, and a n	, as reasonably on nonth of 30 days	alculated by us . Your Lease of	based on the digations are	below) before	the expiration	on of the initial Lease	e term (or any rene	ewal term) of	your intention to purchase or nent as indicated above under		
pay us a fe	unconditional and are not se of \$75 to reimburse out	r expenses for prep	aring fir	nancing statemen	its, other docume	entation costs	"End of Lease	Option"(fair	r market value ourch	ase option amoun	its will be del	termined by us based on the		
and all one	going administration costs be applied to cure a Leas	s during the term of e default, If you are	this Le	ase, Security dep default, we will r	oosits are non-int eturn the deposit	erest-bearing to you when	manner, and to	a location	we designate. If you	fail to notify us, or	if you do not	idition at your cost in a timely t (i) purchase or (ii) return the same payment amount for		
the Lease payment o	is terminated. If a payme or \$10, whichever is great AUTHORIZED TO WAIN	ent is not made whe er. We will charge	en due, you a f	you will to pay u ee of \$25 for any	s a late charge of check that is re	of 10% of the turned. ONLY	consecutive 60	l-day periods	3.			pay a Lease Payment or any		
LEASE.							other amount v	when due; o	r b) you breach any	other obligation un	der the Lease	or any other Lease with us. If id Lease Payments for the full		
2. Title: U purchase	nless you have a \$1.00 poption and/or the lease is t and all proceeds thereo	deemed to be a se	will ha	ve title to the Eq greement, you gr	uipment. If you ant us a security	have a \$1.00 interest in the	Lease term immediately due and payable to us; (ii) sue you for and receive the total amount due on the Lease plus the Equipment's anticipated end of Lease fair market value or fixed price purchase option (the							
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MAKE NO	nent Use, Maintenance WARRANTIES, EXPRE	SS OR IMPLIED,	INCLUC	ING WARRANT	IES OF MERCH	IANTABILITY	the U.S. Treasury Department) that would have a repayment term equal to the remaining Lease term, a reasonably determined by us, or (8) 6% per annum, plus reasonable collection and legal costs; (iii) of you interest on all monies due at the rate of 18% per year or the highest rate permitted by law from the of default; and (iv) require that you immediately return the Equipment to us or we may peaceably reposite							
required a	ESS FOR A PARTICULA It your cost to keep the Ed	quipment in good w	orking o	condition and to p	ay for all supplie	s and repairs.								
that we a	se Payment includes the re not responsible to pro-	vide the maintenar	ice or s	ervice and you v	will make all clai	ms related to	Equipment is a	returned or	repossessed we will	sell or re-rent the E	Equipment at	cellation of the Lease. If the terms we determine, at one or		
not impac	ice and service to the thir tyour obligation to pay all	Lease Payments v	vhen du	e.			related expens	proceeds (after deducting any any excess being retained by						
or any rig	ment: You agree not to the sunder this Lease with	thout our prior writ	ten con	sent You agree	that we may se	ell, assign, or	us. 9. Miscellaneous: You agree the Lease is a Finance Lease as defined in Article 2A of							
to perforn	ne Lease and the new ow n any of our obligations as that you may have agains	nd the rights of the	new ow	ner will not be so	ibject to any clai	ms, defenses,	contract with t	he supplier	and may contact the	supplier for a desc	ription of thes	you may have rights under the se rights. If requested, you will		
5. Risk o	f Loss and Insurance Y	ou are responsible	for all r	isks of loss or da	mage to the Equ	ipment and if	sign a separate Equipment acceptance certificate. This Lease was made in Pannsylvania ("PA"), is to b performed in PA and shall be governed and construed in accordance with the laws of PA. Yol consent to jurisdiction, personal or otherwise, in any state or federal court in PA and irrevocably							
any loss of	occurs you are required to Il risks of loss or damage	o satisfy all of your l o for an amount eq	Lease of ual to it	bligations. You was replacement α	ost. You will list u	pment insured is as the sole	waive a trial	by Jury. You	agree to waive any	and all rights and	remedies gran	nted to you under Sections 2A-		
loss paye	e for the insurance and g that we have the right, b	ive us written proof	of the i	nsurance. If you	do not provide su	ich insurance,	not for person	al, family or	household use and	will not be moved f	rom the abov	sed for business purposes and e location without our consent.		
the amou	nt due from you, on which	h we may make a	profit. W	le are not respon	sible for any los	ses or injuries	you agree that be admissible	as evidence	e copy of the Lease v e of the Lease. We m	with facsimile signa lay inspect the Equ	itures may be ipment during	e treated as an original and will g the Lease term.		
	y the Equipment and you You agree that this is a				/			conditionali	unacaphi nome;	navment of all the	Tagego's ch	oligations. The Lessor is not		
1	Lessee (Full Legal Nar	me)	se. Int	- equipment is:	C L 0.		requ	ired to pro	ceed against the Le	essee or the Equi	pment or en	force other remedies before		
	SQUAXINUSLAND TRI	BAC COUNCIL					to w	hich I may	be entitled. I consen	t to any extensions	or modification	otices or demands of any kind on granted to the Lessee and		
NA1		2 1										of the Lessee or any other nulng guaranty and will remain		
l Si	Print Name	// -	,				≥ in e	ffect in the	event of my death a	nd may be enforce	ed by or for t	he berefit of any assignee or stituted in accordance with		
SSE	1001.	o h	h 4	1500			≰ the	Laws of the	e Commonwealth of	f Pennsylvania an	d I consent t	o non-exclusive jurisdiction		
"-	Title	LOV,	te /			nature	federal court in Per	insylvama and wa		Date				
	1000	11m l	xe	-ctn	6/24	10	Por	nt Name						
	DE LAGE LANDEN					/								
	Lease Processing C				ad, Wayne, P	'A	T The	equinme	ent has been rec	eived, put in us	se, is in no	od working order and is		
8	19087-8608 PHONE: (800) 735-	3273 . FAY. 18	001 7	76-2329					nd acceptable.)	,	Avining diddi dild ld		
ESSOR	Commencement Date	0210 - 1 AV. (0	LE	ease Number			A Sig	Mature	n N	10	T	Date /2 W/a		
17	Association		\perp				ACCEPTANCE	106	171	J'P Yall		06/28/10		
	Accepted By						A Pr	1000	in Rom	throck	6	Sies Acl		
							L		MORONE ALL PICHE	Danagued Original	in the 11 C A ⁸	@Once 060EDOC169 08/06		

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Lease Agreement

# HFS309514-001														
9	uirLegai Name QUAXIN ISLAND TRIE	BAL COUNCIL								260426978	er 31			
	illing Address SE /ン シ	vaxia LA	Shel	for W	4985	84				Purchase Or	der Requisition	on Numbe	r	
1 1	quipment Location (if	not same as above)					Send Invoice to Attention of							
	Equipment Make	Model Number	Serial Numbe	r	Quantity	Descr	npuon (A	tach sep	arate Schedule	A If Necessary)				
TION	Sharp	MX-3100N	0501	3386	ol	C01	lor (معرو	(
JIPM								1						
EQUIPMENT INFORMATION			*********			***************************************								
-	Number of	Lease (PLUS)	Applicable	Total Lease		m of Leas	se in	End or Lease	Option	Payment	requency			
P NO	Lease Payments 36	Payment 3.40,80 m	Sales Tax	=	Payment	36 Fair Market Value Monthly								
YMEN	30	255		=		Sec	unty	(PLUS)	End of Lease Purchase Option shall be FMV () First Penod (PLUS) Other				ion is indicated. I otal Payment	
PAYMENT INFORMATION		T .				De	posit	+	Payment				Enclosed	
		+			ERMS AND	CONDI	ZIONS	+		<u></u>				
(the "Cont payment of the Control of	Imencement Date" and are due as invoiced by five accept and sign the timent, the number of de unconditional and are no ee of 37 6 to enimbres of our on different and the control of the c	You are responsible for all to satisfy all of your Lease to satisfy all of your Lease to for an amount equal to give us written proof of the but not the obligation, to obthis we may make a profit to will reimburse us and de	en number of me session of the Ec interim rent for a default, we will not be security default, we will not be security default, we will not be security of the security	uipinent from the period from Indicated a liabulation of the period from Indicated at the Indicated by us in Indicated by in Indicated by in Indicated by Indicated	ove. Lease a date of its the date the based on the bilgations are fou agree to intation costs arest bearing to you when f 10% of the urned. ONLY DN OF THE have a \$1.00 interest in the C') financing "AS-IS" AND ANTABILITY ties You are a and repairs. Ye you agreems related to or service will the Equipment insured is as the sole uch insurance, surance fee to sees or injuries finls indemnity indemnity	process: loss of loss of r. End below) return return return redurn redur	sing fee it any lax be of Lease of Leas	or administ in efficient in eff	tering properly is cipiated at the Co- give us at least 6 in proper notice ye market value proper notice ye with the second proper notice ye with the second proper notice ye and payable us and payable is anticipated en se Payments and payable us, or (8) 8% ye due at the rate of that you immedi us, or (8) 8% ye due at the rate of that you immedi on the your immediates of the your immediate your immediate you immediately in the young the preposessed we repossessed we repossed repossessed repossessed repossessed r	ately return the Equi ze considered a term will sell or re-rent the transition to you, and remain liable for any is a Finance Lease of the Equipment st. the suppiler for a de the suppiler for a de herwise, in any sta any and all rights an el that the Equipmen and will not be move	demnify us on arising out of you than 120 days may be a supported to the control of the control	an after-tabular and a same pay acts or conviction of the convicti	c basis against the ministions. It is a partially a partial and and a partial and a pa	
LESSEE SICNATURE								ed to pro eding aga ich I may essee and intors with ect in the essor of th aws of th	ceed against the inst me. I waive in the entitled. I con if the release and out releasing me event of my dea e Lessor. This ge Commonwealth	e Lessee or the Econotice of acceptance sent to any extension differ compromise of from my obligations the and may be enformation of Pennsylvania Pennsylvania and the sent of	quipment or en and all other r ens or modifical any obligation. This is a cont aced by or for ed by and con and I consent waive trial by	nforce other notices or de tion granted is of the Le inuing guara the benefit instituted in to non-exc	r remedies before emands of any kind to the Lessee and essee or any other anty and will remain of any assignee or accordance with	
LESSOR	Lease Processing 19087-8608	Center: 1111 Old Ea 5-3273 • FAX: (800) 1	gle School Ro	ad, Wayne, F	PA		Satis	equipme factory a	ent has been and acceptable.	received, put in		ocd worki	ng order and is	
	Accepted by							Name		**************************************		Title	- Control of the Cont	

1	-ull Legal Name SQUAXIN ISLAND TRII	BAL COUNCIL			***************************************				260426978	er	HFS312678-001		
	Billing Address	vaxin LN	Shel	top	Ja 98	58 -	1		Purchase On		ion Number		
	quipment Location (if		<u> </u>			Send Invoice to Attention of							
z	Equipment Make	Model Number	Serial Numbe	Г	Quantity	Descrip	otion (Attach se	parate Schedul	e A If Necessary)				
EQUIPMENT INFORMATION	Shurp	MX-4101N	05050	740	01	Color Copier							
ORM							1						
田屋													
z	Number of Lease Payments	Lease (PLUS) Payment	Applicable Sales Tax	(EQUALS)	Total Lease Payment	Mont	of Lease in	End of Lease	Option	Payment	Frequency		
ATIO	36	300,00 +		=		36		Fair Mark		Month be FMV unles	s another option is indicated,		
PAYMENT INFORMATION		+	W	=		Secu		First Period Payment	(PLUS) Oth		UALS) Total Payment Enclosed		
_ Z		+		=			Ø +		+		= Ø		
1. Lease:	You (the "Lessee") agree	to lease from us (the "Le	essor") the Equipm	nent listed above	ERMS AND			nination of this Le	ease. You will obtain	and maintain	comprehensive public liability		
attached : the Equip	schedule (the "Lease"). Yo ment or taxes differs fro	ou authorize us to adjust t m the supplier's estimate	he Lease paymen . This lease is ef	ts by up to 15% fective on the da	if the cost of ate that it is	Insurance	naming us as ar	additional Insure	d with coverages and	d amounts ac			
accepted (the "Con	and signed by us, and the nmencement Date") and	term of this Lease begins continues thereafter for t	on that date or ar he number of mo	ny later date that i nths indicated a	we designate bove. Lease	property	taxes and charge	s in connection v	vith ownership and u	ise of the Equ	uipment. We may charge you a on an aftertax basis against the		
delivery.	If we accept and sign th	us. As you will have pos is Lease you will pay us	Interim rent for	the period from	the date the	loss of a	ny tax benefits ani f Lease: You will	icipated at the Co give us at least 6	mmencement Date a 0 days but not more	arising out of y than 120 day	your acts or omissions.		
ease pa	vment, the number of da	the Commencement Date ys in that period, and a	month of 30 days	. Your Lease ob	iligations are	below) b	efore the expiration of the ex	on of the Initial L h proper notice v	ease term (or any re ou may: a) purchase	enewal term) and the Equip	of your intention to purchase or		
pay us a	fee of \$75 to reimburse ou	it subject to cancellation, ir expenses for preparing f is during the term of this L	inancing statemen	its, other docume	intation costs	Equipme	Lease Option (fai nt's in place valu	r market value p e); or b) return all	urchase option amo the Equipment in go	onts will be o	ondition at your cost in a timely		
and may	be applied to cure a Leas	se default. If you are not in	default, we will r	eturn the deposit s a late charge o	to you when	Equipme	nt as provided it ive 60-day period	herein, this Leas	se will automatically	renew at t	not (I) purchase or (II) return the ne same payment amount for		
payment WE ARE	or \$10, whichever is great AUTHORIZED TO WAI	ter. We will charge you a VE OR CHANGE ANY T	fee of \$25 for any ERM, PROVISIO	check that is ret N OR CONDITION	urned, ONLY ON OF THE	8. Defat	ilt and Remedie nount when due; o	s: You are in def or b) you breach a	any other obligation u	under the Lea	o pay a Lease Payment or any se or any other Lease with us. If		
2. Title: I	Unless you have a \$1.00	purchase option, we will h	ave title to the Eq	ulpment. If you	have a \$1.00	you are in default on the Lease we may; (i) declare the entire balance of unpaid Lease Payments for the full Lease term immediately due and payable to us; (ii) sue you for and receive the total amount due on the Lease plus the Equipment's anticipated end of Lease fair market value or fixed price purchase option (the							
Equipme	nt and all proceeds there nt and all proceeds there its on the equipment.	deemed to be a security of. You authorize us to f	ile Uniform Comm	ercial Code ("UC	C*) financing	*Residu	al") with future Le	ase Payments an	d the Residual disco	unted to the d	ate of default at the lesser of (A)		
3. Equip MAKE N	ment Use, Maintenance O WARRANTIES, EXPRI	and Warranties: We as	IDING WARRAN I	IES OF MERCH	ANTABILITY	a per annum interest rate equivalent to that of a U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury Department) that would have a repayment term equal to the remaining Lease term, all as reasonably determined by us, or (B) 6% per annum, plus reasonable collection and legal costs; (III) charge							
OR FITM required	IESS FOR A PARTICULA at your cost to keep the E	AR PURPOSE. We transfe automent in good working	er to you any man condition and to p	utacturer warran pay for all supplie	des. You are as and repairs.	you interest on all monies due at the rate of 18% per year or the highest rate permitted by law from the date of default; and (Iv) require that you immediately return the Equipment to us or we may peaceably repossess							
If the Le	ase Payment includes the	e cost of maintenance and	for service provid service and you	ed by a third par will make all clai	ty, you agree lms related to	Lay return or repossession will not be considered a termination or cancellation of the Lease. If the Equipment is returned or repossessed we will sell or revent the Equipment at terms we determine, at one of more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any tit lease). When the process is a finance Lease as defined in Article 2A of the "UCC". You service with any expension of the Equipment supplier and that you may be not the service with any expension of the Equipment supplier and that you may be not the service with any expension of the Equipment supplier and that you may be not the service with any expension of the Equipment supplier and that you may be not the service with the servi							
not imna	of your obligation to pay a	ird party. You agree that a il Lease Payments when d transfer, sell, sublease, a	ue.										
or any r	ights under this Lease w the Lease and the new ov	ithout our prior written co	insent. You agree this and benefits v	inat we may se now have and	will not have								
to perfor	m any of our obligations a s that you may have again	and the rights of the new o st us or any supplier.	winer will not be s	ubject to any clai	ms, defenses,	contract with the supplier and may contact the supplier for a description of these rights. If requested, you will sign a separate Equipment acceptance certificate. This Lease was made in Pennsylvania ("PA"), is to be							
any loss	occurs you are required t	You are responsible for all to satisfy all of your Lease	obligations. You v	vill keep the Equi	pment insured	performed in PA and shall be governed and construed in accordance with the laws of PA. You consent to jurisdiction, personal or otherwise, in any state or federal court in PA and irrevocably							
against loss pay	all risks of loss or damag ree for the insurance and	e for an amount equal to give us written proof of the	its replacement a insurance. If you	ost. You will list u do not provide si	is as the sole uch insurance,	waive a trial by jury. You agree to waive any and all rights and remedies granted to you under Sections 2A							
'ou agre	ee that we have the right, b	out not the obligation, to ob th we may make a profit.	otain such insurand	e, and add an in:	surance fee to	You ag	ee that a facsimi	le copy of the Lea	and with facsimile sig We may inspect the E	natures may	be treated as an original and will		
caused	by the Equipment and you	u will reimburse us and de	efend us against a	ny such claims.	This indemnity								
	You agree that this is a Lessee (Full Legal Na	non-cancelable lease. Thame)	ne Equipment is:	NEW 🗌 US	PED .		required to pro	oceed against the	e Lessee or the Eq	quipment or o	obligations. The Lessor is not enforce other remedies before		
ESSEE SIGNATURE	SQUAXIN ISLAND TR	IBAŁ COUNCIL					to which I may	be entitled, I con	sent to any extension	ons or modific	notices or demands of any kind ation granted to the Lessee and		
GA.	Olgitature	-				≥		out releasing me	from my obligations	. This is a co	ins of the Lessee or any other ntinuing guaranty and will remain		
III S	Print Name	7)				GUARANTY	In effect in the successor of th				r the berefit of any assignee or onstituted in accordance with		
ESSE	KAY /	ETERS				GUA	the Laws of the		th of Pennsylvania : Pennsylvania and :		t to non-exclusive jurisdiction		
-	Aitle	1.	Da	te 7-19-1	-7		Signature				Date		
	MEXEC 1)	// <u>/</u> /		. ////			Print Name						
	DE LAGE LANDE	N FINANCIAL SERV Center: 1111 Old Ea	(ICES, INC. ale School Ro	ad. Wavne. P	PA	L							
0=	19087-8608					jų.	The equipm satisfactory a	ent has been and acceptable	received, put in	use, is in	good working order and is		
LESSOR	PHONE: (800) 735 Commencement Date	6-3273 • FAX: (800) 7	776-2329 Lease Number			TANCE	Signature				Date		
=			and the state of t			ACCEPT	Description				Litto		
	Accepted By			A	Print Name				Title				

	2	,							# H	FS308656-	001	
1 9	UII Legal Name QUAXIN ISLAND TRIE	BAL COUNCIL						360426978	per			
ш	Billing Address	(' / 1	1. Shellon	V2 985	CY	A		Purchase Or	der Requisition	Number	-	
LES	TO JE JO J	not same as above)	1. JAE1109	Vx 100	0 1			Send Invoice	to Attention of		_	
LX	Equipment Make	Model Number	Senal Number	Quantity	 		parate Schedule	A If Necessary)				
ATIC	Sharp	MX-SOUN	9501042	- 01	Cal	ur Cop	26			-		
EQUIPMENT INFORMATION	1					,						
S F												
	Number of	Lease (PLUS)	Applicable (EQUALS) Sales Tax	Total Lease Payment	1 erm Month	of Lease in	End of Lease	Option	Payment Fr	equency		
F NO	Lease Payments 36	Payment +	Sales Tax	rayment	36	3	Fair Mark	et Value	Monthly			
CME	30	435.32			Secu	nty (PLUS)	First Period		her (EQUA	nother option is India LS) Total Payi		
PAYMENT INFORMATION		+	2		Depo		Payment			Enclose		
=		+	3			Ø +		+	=	Ø		
l. Lease:	You (the "Lessee") agree	to lease from us (the "Le	ssor") the Equipment listed at	TERMS AND			nination of this Le	ase. You will obtain	and maintain co	mprehensive public	llability	
attached:	schedule (the "Lease"). Yo	ou authorize us to adjust t	he Lease payments by up to 1 This lease is effective on the	5% if the cost of	insurance	naming us as ar	additional insured	with coverages and	d amounts accept			
eccented	and signed by us, and the	term of this Lease begins	on that date or any later date the number of months indicate	hat we designate	property !	axes and charge	s in connection w	ith ownership and u	use of the Equipm	nent We may chard	e you a	
payments	are due as involced by	us. As you will have pos-	session of the Equipment from interim rent for the period fro	n the date of its	loss of an	y tax benefits an	licipated at the Cor	mmencement Date	arising out of you			
Equipmen	it is delivered to you until	the Commencement Date	, as reasonably calculated by month of 30 days. Your Lease	us based on the	below) be	fore the expirati	on of the Initial Le	ase term (or any re	enewal term) of y	ritten notice (to our our intention to pure nt as indicated above	address chase or	
absolute.	unconditional and are no	t subject to cancellation,	reduction, setoff or counterclai mancing statements, other doc	m. You agree to	Eng of t	ease upnon na	ir market value bu	irchase obtion amo	unus will be dete	mined by us base ition at your cost in	d on the	
and all or	igoing administration cost	s during the term of this Le	ease. Security deposits are not default, we will return the dep	n-interest-bearing	manner,	and to a location	we designate. If y	ou fail to notify us,	or if you do not	(i) purchase or (ii) re same payment am	eturn the	
the lease	is terminated If a navme	ent is not made when due.	you will to pay us a late char-	ae of 10% of the	-quipino	ve 60-day period	s.					
LEASE.			fee of \$25 for any check that is ERM, PROVISION OR COND		8. Default and Remedles: You are in default on this Lease if: a) you fall to pay a Lease Payment or any other amount when due; or b) you breach any other obligation under the Lease or any other Lease with us. If you are in default on the Lease we may; (f) declare the entire balance of unpaid Lease Payments for the full.							
2. Title: \	Jnless you have a \$1.00 option and/or the lease is	purchase option, we will he deemed to be a security a	ave title to the Equipment. If y agreement, you grant us a secu	you have a \$1.00 prity interest in the	Lease term immediately due and payable to us; (ii) sue you for and receive the total amount due on the Lease plus the Equipment's anticipated end of Lease fair market value or fixed price purchase option (the							
Equipme	nt and all proceeds there its on the equipment.	of. You authorize us to fi	le Uniform Commercial Code (("UCC") financing	"Residual") with future Lease Payments and the Residual discounted to the date of default the lesser of (A) a per annum interest rate equivalent to that of a U.S. Treasury constant maturity obligation (as reported by							
3. Equip	ment Use, Maintenance O WARRANTIES, EXPRI	ESS OR IMPLIED, INCLU	e leasing the Equipment to position of MER	RCHANTABILITY	the U.S. Treasury Department) that would have a repayment term equal to the remaining Lease term, all							
OR FITN	IESS FOR A PARTICULA at your cost to keep the E	AR PURPOSE. We transfe	r to you any manufacturer wa condition and to pay for all sup	rranties. You are	of default; and (iv) require that you immediately return the Equipment to us or we may percently reposed							
If the Le	ase Payment includes the	e cost of maintenance and	for service provided by a third service and you will make all	party, you agree	it. Any	eturn or reposs	ession will not be	considered a ten	mination or canci	ellation of the Leas erms we determine,	e. If the	
maintena	ince and service to the thi	ird party. You agree that a II I ease Payments when d	ny ciaims related to maintenan ile.	ice or service will	more pu	roceeds (after dedu any excess being re	cting any					
or any r	iohts under this Lease w	ithout our prior written co	ssign, pledge or encumber eith nsent. You agree that we ma	y sell, assign, or	us.					rticle 2A of the *UC		
to perfor	m any of our obligations a	and the rights of the new o	phts and benefits we now have wner will not be subject to any	claims, defenses	acknowl	edge we have gi	ven you the name	of the Equipment s	upplier and that y	ou may have rights	under the	
5. Risk	s that you may have again of Loss and Insurance	You are responsible for all	risks of loss or damage to the	Equipment and i	sign a separate Equipment acceptance certificate. This Lease was made in Pennsylvania ("PA"							
any loss	occurs you are required t	o satisfy all of your Lease	obligations. You will keep the E its replacement cost. You will I	Equipment insure	d consen	t to jurisdiction	, personal or oth	nerwise, in any st	ate or federal conditions or an	ourt in PA and Irre ted to you under Se ed for business pur	evocably ctions 2A-	
loss pay	ee for the insurance and	give us written proof of the	insurance. If you do not provid	de such insurance	508 thro	ugh 2A-522 of the	ne UCC. You agre or household use a	e that the Equipme and will not be move	int will only be us ad from the above	ed for business pur location without ou	poses and	
the amo	unt due from you, on which	ch we may make a profit.	italn such insurance, and add a We are not responsible for any	losses or injurie	You agr	ee that a facsim	le copy of the Lea	se with facsimile sl e may inspect the B	gnatures may be	treated as an origin	al and will	
caused			fend us against any such clain		<i>y</i>							
	You agree that this is a Lessee (Full Legal Na		ne Equipment is NEW	1 0250						igations. The Lesso orce other remedie		
JRE	SQUAXINUSLAND TE	RIBAK COUNCIL								tices or demands of in granted to the Le		
SIGNATURE	Signature	2			>-	the Lessee an	d the release and	d/or compromise of	f any obligations	of the Lessee or a uing guaranty and w	any other	
SIG	Print Name				ANT	in effect in the	e event of my dea	th and may be enfo	orced by or for th	e benefit of any as:	signee or	
ESSEE	1001	0. 61	10 C n =		GUARANTY	the Laws of t	he Commonwealt	h of Pennsylvania	and I consent to	stituted in accorda o non-exclusive jur	nce with isdiction	
LES	Title	6 OON	VI SOVI		9	In any state of Signature	r federal court in	Pennsylvania and		ate		
	1000	um Du	ector 6/=	24/10								
	DE LAGE LANDE	N FINANCIAL SERV	ICES, INC.			Print Name						
	Lease Processing	Center: 1111 Old Ea	gle School Road, Wayn	e, PA		The equipm	ent has heen	received nut in	use is in ac	od working order	and is	
%	19087-8608	2272 - EAV. (200)	776-2320		l n		and acceptable.	/ Cocived, put in	uso, is iii go	PG MOIVING DIGGI	anu is	
ESSOR	Commencement Dat	5-3273 • FAX: (800)	Lease Number		TAN	Signature	1	1	1,	ate /p M	/	
=					ACCEPTANCE	100	(n)	700 Yal		76/28/	0	
	Accepted By				A C	Print Navne	Clina I	mthra	`.	iles Ac		
	L				J	- COL	©2006 All Rin	hts Reserved. Prin	-63	@Once 060EDOC	2169 08/0	