

Sharp Leasing USA Corp.
Schedule to Master Lease Agreement (Municipal)



Customer Name: UNION, COUNTY OF	Master Lease Agreement Number: Master Lease Agreement Date: 9/30/2022 Lease Order No.:
Name of Supplier: Sharp Electronics Corporation	Schedule Number:

This schedule (this "Schedule") is made and entered into by and between **Sharp Leasing USA Corp.** (hereinafter "We," "Us" or "Our") and the customer named above (hereinafter "You" or "Your"). This Schedule is entered into subject to the master agreement referenced above (the "Master Agreement") between You and Us. All of the terms and conditions set forth in the Master Agreement are hereby reaffirmed and incorporated in and made part of this Schedule, as if fully set forth herein. The Master Agreement, together with this Schedule and the related and supporting documents entered into in connection with this Schedule, represent the final and only agreement between You and Us regarding the subject matter herein and the equipment identified below (the "Equipment") and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements. This Schedule may not be changed except by way of a written agreement between You and Us. Other agreements (including, without limitation, those contained in any purchase agreement or other agreement between You and Sharp Electronics Corporation) not stated in the Master Agreement or in this Schedule are not binding on Us. This Schedule, inclusive of the terms and conditions set forth in the Master Agreement, constitutes a separate Lease between You and Us. Any amendment to the Master Agreement subsequent to the date of this Schedule shall be ineffective as to this Schedule unless otherwise expressly stated in such amendment. This Schedule may not be modified except in a writing signed by You and Us.

1. This Schedule applies to the following-described Equipment:

EQUIPMENT DESCRIPTION:

Qty	Model No.	Description	Monthly Equipment Payment (A)	Monthly Service Payment (B)	Monthly Payment (A+B)	Copy Type (B&W Color)	Monthly Copy Allowance (each)	Overage Copy Charge
56	BP70C31							
47	BP70C45							
7	BP70C55							
1	BP70C65							
TOTAL:								
\$19,645.68								
____ SERVICE INCLUDING SUPPLIES								

**PAYMENTS ARE EXCLUSIVE OF TAX
 FOR ADDITIONAL UNITS, SEE SCHEDULE A ATTACHED.**

2. Equipment Location if different from Customer address set forth in Master Agreement: _____
 Lessee Contact/Telephone: _____
3. Original term of this Schedule: 24__ months
4. Payment terms: Payment frequency is "Monthly" unless otherwise noted here: ☐ Quarterly ☐ Semi-Annual
 Scheduled Meter Reading shall be "Monthly" unless otherwise noted here: ☐ Quarterly ☐ Semi-Annual
 Overage Copy Charges will be billed when meter reads are taken.
5. Advance payment due at the time this Schedule is signed (if any): \$_____, which shall be applied to the:
☐ First payment ☐ First and last payments ☐ Other: _____
6. Security Deposit (if any): \$_____
7. Purchase Option at end of original term (applicable only if Schedule is entered into pursuant to a Master Lease Agreement):
☐ 10% x Fair Market Value ☐ One Dollar (\$1.00) ☐ Other: _____

Applicable only if Schedule is entered into pursuant to a Master Lease Agreement: The above Equipment purchase option (if any is checked) may be exercised by You only at the end of the original term of this Schedule. If you are in default under the Master Agreement or this Schedule and/or any other schedule under a Master Agreement at the time you desire to exercise the above-checked purchase option, You must cure such default(s) to Our satisfaction before having the right to exercise such option. If the "One Dollar" purchase option is checked above, then no provision in the Master Agreement relating to automatic renewal of the term of a schedule shall apply to this Schedule. If the "Fair Market Value" option is checked above, then the purchase price will be the fair market value of the Equipment, as determined by Us in our sole but commercially reasonable judgment.

You agree to be bound by the terms of this Schedule, which includes the preprinted terms of the Master Agreement (as amended) and agree this Schedule shall commence on the date of our acceptance. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is either (a) the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Schedule, and (ii) our original manual signature or (b) the copy of this Schedule executed by the parties and controlled by us or our assignee or custodian in accordance with the Electronic Signatures in Global and National Commerce Act or any similar state laws based on the Uniform Electronic Transactions Act and other applicable law as electronic chattel paper under the UCC. Upon execution, the parties agree to be bound to the terms hereof regardless of the medium or format in which this Schedule is maintained or controlled. Except as otherwise expressly provided in the Master Agreement under which this Schedule is entered into, the Schedule is non-cancelable and may not be terminated early.

Us: Sharp Leasing USA Corp., 100 Paragon Dr, Montvale, NJ 07645 By: Name (print): Title:	You: UNION, COUNTY OF By: Name (print): Brian W. Matthews Title: County Manager
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Schedule A, Union County

SHARP BUSINESS SYSTEMS

Union County Name	Union County Location	Machine ID	Model	Serial #	BW Meter	Color Meter
SOIT-01	Indian Trail Patrol Room	99525752	MXC407P	502914803L0MC		
LIBUW-02	UWPL-112	99525755	MXC407P	502920203LXZZ		
LIBUW-03	UWPL-125	99550115	BP70C31	25172286		
LIBUW-04	UWPL-124	99539321	BP70C31	25134765		
LIBUW-01	UWPL-103	99539320	BP70C45	25144025		
SOIT-02	Indian Trail Console	99456333	BP70C45	25132877		
FACIL-02	Facilites	99337908	BP70C45	25133547		
SOGR-01	Gun Range Hallway	99539332	MXC304WH	23014812		
JESSE-01	Parks and Rec	99525753	MXC407P	502920604M4H5		
ESC-911-ADM	ESC-151	99523081	BP70C31	25174786		
#N/A	EOC	99523035	MXC407P	502920203LY0P		
ESC-911-DSP	ESC-151	99523033	MXB476WH	1F02734Y		
ESC-EOC	ESC-111	99523052	BP70C31	25174246		
#N/A	EOC	99523045	MXB427PW	460122410G15K		
HHS-04	HHS - A337	99464622	BP70C45	25143545		
HHS-03	HHS - A337	99464654	BP70C45	25095043		
HHS-02	HHS - A313	99432969	BP70C45	25134287		
DSS-05	DSS - E104	99384826	MXB427PW	460122410G16T		
DSS-11	DSS - E110	99384837	MXB427PW	460122410G16R		
DSS-09	DSS - E108	99384843	MXB427PW	460122410G16F		
DSS-08	DSS - E107	99384851	MXB427PW	460122410G160		
DSS-07	DSS - E106	99384857	MXB427PW	460122410G193		
DSS-10	DSS - E111	99384858	MXB427PW	460122410G18L		
DSS-06	DSS - E105	99384863	MXB427PW	4601105003Y33		
DSS-50	DSS - E304	99384824	MXB427PW	460122410G15G		
DSS-55	DSS - E309	99384825	MXB427PW	460122410G16D		
DSS-54	DSS - E308	99384827	MXB427PW	460122410G15L		
DSS-51	DSS - E305	99384829	MXB427PW	460122410G16M		
DSS-56	DSS - E310	99384833	MXB427PW	460122410G16N		
DSS-52	DSS - E306	99384834	MXB427PW	460122410G170		
DSS-57	DSS - E311	99384839	MXB427PW	460122410G16L		
DSS-53	DSS - E307	99384854	MXB427PW	460122410G15R		
DSS-48	DSS - D315	99416858	BP70C45	25181976		
DSS-49	DSS - D315	99432936	BP70C45	25134217		
DSS-58	DSS - E332	99432940	BP70C45	25133227		
HEA-01	HEA - B214	99464621	BP70C45	25144385		
DSS-18	DSS - A230	99384831	MXB427PW	460122410G163		
DSS-46	DSS - E242	99416861	BP70C45	25133907		
DSS-13	DSS - E135	99416863	BP70C45	25131837		
DSS-20	DSS - A236	99416864	BP70C45	25133977		
DSS-47	DSS - E242	99416867	BP70C45	25135557		
DSS-21	DSS - D218	99432937	BP70C45	25135247		
DSS-14	DSS - E135	99432944	BP70C45	25133277		
DSS-16	DSS - A204	99432946	BP70C45	25132857		
DSS-03	DSS - D105	99464618	BP70C45	25132967		
DSS-02	DSS - D105	99464619	BP70C45	25132997		
DSS-26	DSS - E205	99464660	BP70C45	25144135		
DSS-15	DSS - A203	99456486	BP70C45	25134797		
DSS-19	DSS - A208	99424338	MXC407P	502922304PLTM		
DSS-45	DSS - E233	99465318	MXC304WH	23010051		
HEA-15	HEA - C344	99424337	MXB476WH	1F02933Y		
HEA-13	HEA - C325	99424335	MXC407P	502922304PLVL		
HEA-08	HEA - B323	99384821	MXB427PW	460122410G16P		
HEA-10	HEA - B334	99384822	MXB427PW	460122410G15T		
HEA-14	HEA - C334	99384823	MXB427PW	460122410G16W		
HEA-09	HEA - B326	99384830	MXB427PW	460122410G16K		
DSS-01	DSS - B108	99424334	MXB476WH	1F02697Y		
HEA-06	HEA - B302	99424332	MXC304WH	23014832		
HEA-12	HEA - C309	99416872	BP70C45	25183036		
HEA-03	HEA - B232	99432938	BP70C45	25133877		
HEA-11	HEA - B352	99432939	BP70C45	25134547		

HEA-02	HEA - B232	99432961	BP70C45	25135277		
HEA-07	HEA - B314	99424333	MXB476WH	1F03416Y		
HHS-01	HHS - B102	99432962	BP70C55	25050497		
DSS-12	DSS - E109	99384849	MXB427PW	460122410G15N		
DSS-17	DSS - A223	99432941	BP70C45	25134527		
HEA-05	HEA - C223	99424331	MXC304WH	23014632		
HEA-04	HEA - C203	99464656	BP70C45	25144075		
DSS-22	DSS - D218	99432945	BP70C45	25132807		
FIN-01	GC-714	99464625	BP70C45	25132977		
SOWC-01	Wesley Chapel Patrol Room	99456324	BP70C45	25134147		
LIBMO-01	MPL-246	99539324	BP70C31	25134915		
LIBMO-02	MPL-232	99523064	BP70C31	25173686		
LIBMO-06	MPL-222	99525751	MXC407P	502920203LXW1		
FACIL-01	IT (Spare Printer)	99549479	MXM3071S	23003994		
LIBMO-07	MPL-258	99525745	MXB427PW	4601105003Y2W		
BOE-01	Board of Elections	99539336	BP70C45	25143715		
LIBMO-08	MPL-222	99539328	BP70C31	25160846		
LIBMO-09	MPL-264	99539329	BP70C31	25135595		
LIBMO-05	MPL-218	99539337	BP70C31	25134755		
LIBMO-04	MPL-257	99539323	BP70C31	25133035		
#N/A	Library	100944956	BP70C31	25064948		
LIMBO-06	Cassie Printer MPL-222	97845452	MXC607P	50630530G0WN2		
AG-01	AGC-138	99525750	MXC407P	502920203LY39		
AG-05	AGC-135	99525746	MXB427PW	461105003XYF		
AG-03	AGC-137	99501769	BP70C31	25174806		
AG-02	AGC-125	99501597	BP70C55	25184236		
AG-04	AGC-137	100944958	BP70C65	25083259		
SOAS-03	Sheriffs Office	99479223	MXB476WH	1F02547Y		
SOAS-04	Evidence	99479214	MXB427PW	460122410G15F		
SOAS-02	CSI Director	99479222	MXB427PW	460122410G15X		
SOAS-01	Dispatch/Console	99456319	BP70C31	25174016		
SOMAIN-04	Sheriffs Office	99456320	BP70C31	25174826		
		108453376	MXC428P	5031415030WHN		
SOMAIN-11	Jail Captain Office	99479217	MXC407P	502912703DFN0		
SOJAIL-04	Jail Classification Office	99479218	MXC407P	502912703DFBM		
SOSPARE-01	unused office	99479219	MXC407P	502912703DFDR		
SOMAIN-07	Lt. James Dennis Office	99479224	MXC407P	502912703DFM8		
SOJAIL-06	Jail Transportation	99501541	MXC407P	502914904L5H6		
SOJAIL-03	Inmate Worker Supervision	99501544	MXC407P	502914904L5H1		
SOJAIL-09	Jail Officer's Rm	99456325	MXB557P	406420111P7LV		
SOMAIN-05	unused office	99456327	MXM3071S	23003144		
SOMAIN-06	Sheriffs Office	99456317	MXB476WH	1F03391Y		
CANE-02	Parks and Rec	99424377	MXB427PW	460122410G15C		
SOMAIN-08	Sheriffs Office	99456315	MXB476WH	1F03396Y		
SOJAIL-07	Sheriffs Office	99456322	MXB476WH	1F03395Y		
SOMAIN-13	Sheriffs Office	99424378	MXB427PW	460122410G151		
SOJAIL-10	Sheriffs Office	99424379	MXB427PW	460122410G166		
DSSJC-01	DSS	99424380	MXB427PW	460122410G156		
SOJAIL-08	Sheriffs Office	99456328	BP70C31	25174046		
SOJAIL-05	Health	99456321	BP70C45	25132837		
SOMAIN-02	Sheriffs Office	99456323	BP70C45	25135237		
SOMAIN-01	Sheriffs Office	99456326	BP70C45	25134647		
#N/A	Sheriffs Office	99501545	BP70C55	25187156		
SOJAIL-01	Sheriffs Office	99502085	BP70C55	25184926		
#N/A	Sheriffs Office	99523026	MXB476WH	1F02761Y		
SOADMIN-18	Sheriffs Office	99501525	MXC407P	502920203LXYR		
SOADMIN-24	Sheriffs Office	99501526	MXC407P	502914803L0M8		
SOADMIN-25	Sheriffs Office	99501527	MXC407P	502914803L0ML		
SOADMIN-29	Sheriffs Office	99501528	MXC407P	502914904L5KM		
SOADMIN-30	Sheriffs Office	99501529	MXC407P	502914803L0N3		
SOADMIN-26	Sheriffs Office	99501530	MXC407P	502914803L0N7		
SOADMIN-27	Sheriffs Office	99501531	MXC407P	502914803L0MW		
SOADMIN-32	Sheriffs Office	99501533	MXC407P	502914904L5HT		
SOADMIN-35	Sheriffs Office	99501535	MXC407P	502914904L5G0		
SOADMIN-17	Sheriffs Office	99501536	MXC407P	502914904L5G5		
SOADMIN-34	Sheriffs Office	99501537	MXC407P	502914904L5HY		
SOADMIN-23	Sheriffs Office	99501538	MXC407P	502920203LY3R		
SOADMIN-31	Sheriffs Office	99479862	MXB427PW	460122410G164		

SOADMIN-06	Sheriffs Office	99501182	MXB427PW	460122410G180		
SOADMIN-05	Sheriffs Office	99501261	MXB427PW	4601105003Y2N		
SOADMIN-02	Sheriffs Office	99501262	MXB427PW	4601105003Y38		
SOADMIN-12	Sheriffs Office	99501263	MXB427PW	460122410G158		
SOADMIN-10	Sheriffs Office	99501264	MXB427PW	4601105003XY7		
SOADMIN-15	Sheriffs Office	99501265	MXB427PW	460122410G154		
SOADMIN-33	Sheriffs Office	99501267	MXB427PW	460122410G152		
SOADMIN-11	Sheriffs Office	99501505	MXB427PW	460122410G19R		
SOADMIN-21	Sheriffs Office	99501507	MXB427PW	460122410G15H		
SOADMIN-22	Sheriffs Office	99526864	MXB427PW	4601105003Y2H		
SOADMIN-03	Sheriffs Office	99501610	BP70C31	25170516		
SOADMIN-04	Sheriffs Office	99501611	BP70C31	25173606		
SOADMIN-08	Sheriffs Office	99501612	BP70C31	25175026		
SOADMIN-09	Sheriffs Office	99501613	BP70C31	25173776		
SOADMIN-13	Sheriffs Office	99501614	BP70C31	25174816		
SOADMIN-14	Sheriffs Office	99501615	BP70C31	25174376		
SOADMIN-19	Sheriffs Office	99501617	BP70C31	25174596		
SOADMIN-20	Sheriffs Office	99501618	BP70C31	25174396		
SOADMIN-16	Sheriffs Office	99501594	MXM5071S	25016355		
SOADMIN-28	Sheriffs Office	99501599	BP70C55	25187136		
SOADMIN-01	Sheriffs Office	99501768	BP70C55	25187866		
SOJC-04	Judical-4096	99522192	MXB476WH	1F02766Y		
SOJC-02	Judical-1029	99501602	BP70C31	25174406		
SOJC-01	Judical-0028	99501603	BP70C31	25175066		
PWCC-01	Public Works	99539327	BP70C31	25134895		
FACIL-03	Facilities	99372410	MXC407P	502912703DFHY		
SOJC-03	Judical-2079	99384884	MXB476WH	1F03444Y		
VETSVCS-01	Old Post Office	99371279	BP70C31	25174906		
TAXCOL-04	Tax Collections	99424151	MXB427PW	460121910FNHH		
CENADMIN-01	GC-918	99337912	BP70C45	25132907		
TAXCOL-07	GC-157	99337914	BP70C45	25134837		
TAXASST-04	GC-222	99371272	BP70C45	25132367		
TAXASST-05	GC-222	99372813	MXC407P	502912703DFN7		
TAXASST-03	GC-220	99384881	MXB476WH	1F03418Y		
TAXASST-06	GC-228	99384882	MXB476WH	1F03415Y		
#N/A	Tax Assessment	100994478	MXC304WH	23017298		
FIN-05	GC-809	99337920	BP70C45	25132287		
BCODE-03	BCODE - 037	99372818	MXB427PW	4601102003HFFH		
BCODE-04	BCODE - 028	99372821	MXB427PW	4601105003Y32		
BCODE-01	BCODE - 020	99372823	MXB427PW	4601105003Y35		
CENADMIN-02	GC-913	99424336	MXC304WH	1301265X		
TAXASST-02	GC-217A	99337896	BP70C31	25129595		
ENVHEA-01	ENVHEA - 031A	99384905	MXC304WH	23010071		
#N/A	IT (Spare Printer)	99384883	MXB476WH	1F03445Y		
INNOV-02	GC-524	99372822	MXB427PW	4601105003Y34		
FACIL-05	FACIL - 056	99384878	MXC304WH	23009361		
FIN-03	GC-715	99424025	MXB427PW	460121910FNG1		
BCODE-EH-01	BCODE -047	99337910	BP70C45	25133637		
LEGAL-02	GC-927	99372851	MXC407P	502912703DFMP		
LEGAL-01	GC-924	99371288	BP70C45	25132597		
HR-01	HR -142	99337911	BP70C45	25132847		
TAXCOL-08	GC -170	99337909	BP70C45	25134667		
PLAN-01	PLAN - 065	99337901	BP70C31	25133275		
FIN-02	GC-710	99337907	BP70C45	25135197		
FACIL-04	FACIL - 053	99372819	MXB427PW	4601102003HFF6		
ROD-04	GC-239	99424004	MXB427PW	460122410G165		
TAXCOL-06	GC-107	99372811	MXC407P	502912703DFMT		
TAXCOL-03	Tax Collections	99372815	MXB427PW	4601102003HBF		
TAXCOL-09	Tax Collections	99372812	MXC407P	502912703DFMK		
TAXCOL-01	Tax Collections	99372820	MXB427PW	4601105003Y3C		
TAXCOL-02	Tax Collections	99423900	MXB427PW	460122410G19X		
PWGC-04	GC-414	99373250	MXM4071S	25013405		
PWGC-06	GC-522	99337895	BP70C31	25129735		
LIBMAR-03	Library	99525749	MXC407P	502920203LXYH		
LIBMAR-02	Library	99539318	MXB476WH	1F02724Y		
LIBMAR-01	MARPL-128	99539330	BP70C31	25134275		
#N/A	Library	100944957	BP70C31	25038410		
PWOPS-02	Public Works	99416597	BP70C31	25174196		

PWOPS-01	Public Works	99416400	BP70C31	25173966		
Taxcol-05	GC-229	99464973	MXC407P	502912703DFMX		
TAXASST-01	Tax Assessment	99372408	MXC407P	502922304PLVC		
BCODE-02	BCODE - 027	99372814	MXC407P	502912703DFN2		
PWOPS-03	Public Works	99425087	MXC304WH	23014602		
PWGC-08	GC-625	99337902	BP70C31	25129725		
TBD	SPARE	99384906	MXB476WH	1F03442Y		
ENVHEA-02	ENVHEA - 032	99384904	MXC304WH	23010041		
GC-911-DSP	911 Communications -GroundFl	99337894	BP70C31	25133175		
PWGC-05	GC-412	99337887	BP70C31	25136625		
TAXCOL-10	GC-165	99337915	BP70C45	25133197		
PWGC-07	GC-614	99337888	BP70C31	25129625		
ENVHEA-03	ENVHEA - 047	99372816	MXB427PW	4601102003HBX		
ENVHEA-04	ENVHEA - 029	99372824	MXB427PW	4601105003Y30		
ESC-FM-01	ESC-121	99337890	BP70C31	25133265		
INFOTECH-01	GC-814	99337889	BP70C31	25133255		
PUBCOMM-01	GC-718	99337921	BP70C31	25136145		
PWGC-01	GC-408	99337892	BP70C31	25129565		
ROD-02	GC-244	99384907	MXB707P	406420111P7TP		
ROD-01	GC-241	99373145	MXM3071S	23005454		
ROD-05	GC-244	99373146	MXM3071S	23003274		
ROD-03	GC-253	99373251	MXM3071S	23005884		
TAXASST-08	GC-233	99337891	BP70C31	25129475		
TAXASST-09	GC-235	98381894	BP70C45	25094573		
LIBWAX-01	#N/A	99539317	MXB476WH	1F02757Y		
LIBWAX-02	Library	99539326	BP70C31	25135395		
#N/A	Library	100944934	BP70C31	25073258		
CANE-05	Parks and Rec	99525747	MXC407P	502920604M4H0		
CANE-04	Parks and Rec	99539316	MXB476WH	1F02719Y		
CANE-01	Parks and Rec	99540776	BP70C45	25144105		
GARAGE-01	Garage	99479216	MXC407P	502912703DFN1		
GARAGE-02	Garage	99479215	MXB476WH	1F02768Y		
TRANSP-01	Transportation	99371273	BP70C55	25050937		
FACIL-08	Facilites	99384879	MXC304WH	23010001		
PWTM-01	Public Works	99539325	BP70C31	25134675		
#N/A	Water Department	104573879	BP70C31	33013538		
#N/A	Library	106341470	BP70C31	43016551		
#N/A	Library	106341471	BP70C31	3300417Y		
#N/A	Library	106341472	BP70C31	3300413Y		
#N/A	Library	106341468	BP70C31	43013221		
#N/A	#N/A	107097910	MXC528P	50303102106L8		
#N/A	#N/A	107384353	MXC528P	5030414511GWL		
#N/A	#N/A	107384354	MXC528P	5030414511GWL		
Judicial Center	Drug Rehab		BP-C535WD			
Cane Creek Campstore			BP70C31			
Solid Waste			BP70C31			
SPRAC			BP70C31			
Security & Risk	3rd Floor		BP70C31			
Security & Risk	Ground Floor		BP70C31			
Attorney's office	1st Floor		BP70C45			

Name: Brian W Matthews

Signature: _____

Title: County Manager

Date: _____

CUSTOMER CARE MAINTENANCE AGREEMENT

ACCOUNT ID#

SALES REP:
Joe Grooms

ACCOUNT ID#

START DATE:

CUSTOMER BILL TO INFORMATION			
COMPANY NAME UNION COUNTY			
ADDRESS 500 NORTH MAIN ST			
CITY MONROE	STATE NC	ZIP CODE 28112	
BILLING CONTACT Christopher Liersaph <christopher.liersaph@unioncountync.gov>			
PHONE 704-283-3500			
POOL CONTRACT NUMBER		GROUP IDENTIFIER	
AUTHORIZING CONTRACT NUMBER (GSA/SOURCEWELL/STATE, ETC.)			
PURCHASE ORDER NUMBER			

CUSTOMER LOCATION			
COMPANY NAME UNION COUNTY			
ADDRESS MULTIPLE LOCATIONS			
CITY MONROE	STATE NC	ZIP CODE 28112	
SERVICE CONTACT Christopher Mumpower		PHONE 704-283-3500	
EMAIL ADDRESS christopher.mumpower@unioncountync.gov			
METER CONTACT Christopher Mumpower		PHONE 704-283-3500	
EMAIL ADDRESS christopher.mumpower@unioncountync.gov			
MICAS CONTACT Christopher Mumpower		PHONE 704-283-3500	
EMAIL ADDRESS christopher.mumpower@unioncountync.gov			

SUMMARY				
TERM:	BASE CHARGE TOTAL	SMART RATE	PRINT SECURITY	CONSOLIDATE SBS BILLING?
24	Monthly	\$0.00		

AGREEMENT ENTITLEMENT					
Labor	Parts	Drums	B Toner	C Toner	Staples
Yes	Yes	Yes	Yes	Yes	NO

DETAIL OF CHARGES										
POOL BILLING	Base Charge Included in Lease	CATEGORY	BASE CHARGE SUBTOTALS	FREQUENCY	CATEGORY	INCLUDED IMAGES	FREQUENCY	EXCESS CHARGE		
No		BW	\$0.00	Monthly	BW	0	Monthly	0.00650		
		COLOR	\$0.00		COLOR	0	Monthly	0.05200		
No		BW	\$0.00	Monthly	BW	0	Monthly			
		COLOR	\$0.00		COLOR	0	Monthly			
		BW	\$0.00		BW	0				
		COLOR	\$0.00		COLOR	0				
SBS BILLING		SMART RATE SUBTOTALS			ITEMIZED BY TYPE & QTY		BW		COLOR	
Smart Rate billed by SBS		NETWORKED PRINTERS/DESKTOPS	\$0.00	Monthly, In arrears	NETWORKED PRINTER/DESKTOP	0	\$0.00	0	\$0.00	
		LOCAL/SINGLE USER PRINTERS/DESKTOPS	\$0.00		LOCAL/SINGLE USER PRINTER	0	\$0.00	0	\$0.00	
					LOCAL/SINGLE USER DESKTOP	0	\$0.00			

COMMENTS / SPECIAL INSTRUCTIONS						
RATES LOCKED FOR 24 MONTHS						
POOL	MODEL	SERIAL #	ID #	BW Start Meter	Color Start Meter	Physical Location
		SEE SCHEDULE A				

AUTHORIZATION	
X	<p>I have read and understand our obligations under the terms and conditions stated herein, and on the reverse side thereof, as the only agreement pertaining to the equipment hereunder. No other agreements apply unless expressly noted on the face of this agreement or in the contracts specified above. I understand all meter counts are based on 8.5 X 11 (minimum) single sided images unless otherwise noted.</p>
	<p>Customer has declined maintenance coverage at this time. The customer understands obtaining maintenance coverage later may incur charges in addition to the normal maintenance charges and has been informed as to the current time and material billing rates.</p>

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNLESS SIGNED BY THE CUSTOMER AND SBS CONTRACT MANAGEMENT Maintenance Agreement contracts are non-refundable, non-transferable, and non-cancelable. Price does not include applicable taxes. Sharp Business Systems is a division of Sharp Electronics Corporation.

Sharp Authorization	DATE
Brian W. Matthews	
AUTHORIZED CUSTOMER PRINTED NAME	
AUTHORIZED CUSTOMER SIGNATURE	DATE

**CUSTOMER CARE MAINTENANCE AGREEMENT
EQUIPMENT COVERED CONTINUED**

POOL	MODEL	SERIAL #	ID #	BW Start Meter	Color Start Meter	Physical Location

[illegible]

NON-APPROPRIATION AGREEMENT AND ACKNOWLEDGEMENT
(Applicable to Governmental Entities Only)

This Non-Appropriation Agreement and Acknowledgement ("Acknowledgement") relates to that certain agreement between Union, County of ("Governmental Entity") and Commercial NC - SLUSA ("Company"), which agreement is identified in Company's records as agreement number 3175508 ("Agreement"). All capitalized terms used in this Acknowledgement which are not defined herein shall have the meanings given to such terms in the Agreement. The undersigned, an authorized representative of Governmental Entity, hereby acknowledges and agrees as follows:

- As of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on Governmental Entity's behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against it were followed; (c) the Equipment will be operated and controlled by Governmental Entity and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) Governmental Entity intends to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) Governmental Entity's obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of its tax or general revenues; and (h) Governmental Entity will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns.
- If Governmental Entity exercises its right under applicable law to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available (without penalty or additional expense (other than the expense of returning the Equipment to the location designated by Company)), Governmental Entity's Chief Executive Officer (or Legal Counsel) will deliver a certificate (or opinion) to Company at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, certifying that (a) Governmental Entity is a state or a fully constituted political subdivision or agency of the state in which it is located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by Governmental Entity; and (d) Governmental Entity has exhausted all funds legally available for the payment of amounts due under the Agreement. This paragraph only applies if, and to the extent that, state law precludes Governmental Entity from entering into the Agreement if the Agreement is deemed to constitute a multi-year unconditional payment obligation. If and to the extent that the items financed under the Agreement is/are software, the above-referenced certificate shall also include certification that the software is no longer being used by Governmental Entity as of the termination date.
- Company relied on this Acknowledgement as part of the Agreement.

A copy of this Acknowledgement containing Governmental Entity's original or facsimile signature or other indication of its intent to agree to the terms set forth herein shall be enforceable for all purposes.

GOVERNMENTAL ENTITY'S AUTHORIZED SIGNATURE		
(As Stated Above)	X	
SIGNATURE	NAME & TITLE	DATE

Sharp Leasing USA Corp.



Master Lease Agreement (Municipal)

Master Lease Number:	Customer's Federal Tax ID#: 56-6000345
Customer Name: COUNTY OF UNION	Customer's Address (principal place of business): 500 NORTH MAIN ST. MONROE, NC 28112
Customer's d/b/a (if any):	Customer's Main Business Phone Number: 704-283-3500

In this Master Lease Agreement, (the "**Master Agreement**"), the words "**You**" and "**Your**" mean the Customer named above. "**We**," "**Us**" and "**Our**" mean Sharp Leasing USA Corporation ("**SLUSA**"). "**Schedule**" means a document, in the form attached hereto as **Exhibit A** or such other form as We may accept in Our sole discretion, to be entered into between You and Us for each individual transaction entered into between You and Us pursuant to this Master Agreement. "**Sharp**" means Sharp Electronics Corporation (either directly or through one of its branch dealers), the supplier of the Equipment to You. ***This Master Agreement, each Schedule and the other documents executed or delivered by Us in connection herewith and therewith represent the final and only agreement between You and Us regarding the subject matter herein and therein and shall supersede any other oral or written agreements between You and Us. This Master Agreement can be changed only by a written agreement between You and Us. Other agreements not stated herein (including, without limitation, those contained in any purchase agreement or other agreement between You and Sharp) are not binding on Us.*** This Master Agreement and each Schedule may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document. You acknowledge that You have received a copy of this Master Agreement and agree that a facsimile or other copy containing Your faxed or copied signature shall be as enforceable as the original executed Master Agreement. You hereby represent that this Master Agreement is legally binding and enforceable against You in accordance with its terms.

1. LEASE OF EQUIPMENT - GENERAL. Each Schedule executed by You (and to be executed by You in the future) represents your agreement to lease from Us the personal property listed therein (together with all existing and future accessories, attachments, replacements, additions and embedded software, the "**Equipment**"), upon the terms stated in such Schedule and this Master Agreement, the terms and conditions of which are incorporated by reference into the Schedule (collectively, a "**Lease**"). Each Schedule, including the terms and conditions incorporated therein by reference, shall be considered a separate and independent Lease. If the Equipment includes any software, You agree that (i) We don't own the software, (ii) You are responsible for entering into any necessary software license agreements with the owners or licensors of such software, (iii) You shall comply with the terms of all such agreements, if any, and (iv) any default by You under any such agreements shall also constitute a default by You under this Master Agreement and the related Schedule. The initial term of each Lease will begin on a date designated by Us after We accept it (the "**Commencement Date**") and will continue for the number of months shown on such Schedule ("**Initial Term**"). You promise to pay to Us the periodic payments shown on each Schedule in accordance with the payment schedule set forth therein, plus all other amounts stated herein and therein. Each Schedule is binding on You as of the date You sign it. After You sign a Schedule, We may (i) insert the Schedule or contract number thereon and any other information missing in such Schedule, and (ii) change the payment amount by not more than 15% due to a change in the Equipment configuration, cost or tax amount, or a payment miscalculation.

2. NON-CANCELABLE TERM; RENEWAL. As used herein, "**Present Term**" means the term presently in effect at any time with respect to a Lease, whether it is the Initial Term or a Renewal Term (as defined below). (a) After the Initial Term Union County, in its sole discretion, shall have the option to renew this Agreement for up to two (2) additional one-year renewal terms by providing written notice to Sharp (each, a "**Renewal Term**"), and (b) the payment amount and other terms of such Lease will continue to apply. If You do not notify Us in writing that You intend to return the Equipment at the end of the Present Term, then, promptly upon the expiration of such Present Term, You shall return the Equipment pursuant to Section 13 below. Each Lease is non-cancelable during the Initial Term and any Renewal Term.

3. UNCONDITIONAL OBLIGATIONS. With respect to each Lease, You agree that: (a) **We are a separate and independent company from Sharp, the manufacturer and any other vendor (collectively, "Vendors"), and the Vendors are NOT Our agents;** (b) **no statement, representation or warranty by any Vendor is binding on Us, and no Vendor has authority to waive or alter any term of this Master Agreement or any Schedule;** (c) **You, not We, selected all Equipment and the Vendors based on Your own judgment;** (d) **Your duty to perform Your obligations under this Master Agreement and each Schedule is unconditional and irrevocable despite any failure of any Equipment, the existence of any law restricting the use of any Equipment, or any other adverse condition;** (e) **if You are a party to any maintenance, service, supplies or other contract with any Vendor, We are NOT a party thereto, such contract is NOT part of this Master Agreement or any Schedule (even though We may, as a convenience to You and a Vendor, bill and collect monies owed by You to such Vendor), We have no obligations to You under such contract, and no breach by any Vendor will excuse You from performing Your obligations to Us under this Master Agreement or any Schedule;** and (f) **if the Equipment is unsatisfactory or if any Vendor fails to provide any service or fulfill any other obligation to You, You shall not make any claim against Us and shall continue to perform all of Your obligations to Us.**

4. PAYMENTS. The payments due pursuant to each Schedule, plus applicable taxes and other charges provided for herein and in the Schedule, shall be due and payable within 30 days from the receipt of an accurate invoice. The payments due under a Schedule may include additional copy charges at the "Overage Copy Charge" rate specified in the Schedule for copies in excess of the Monthly Copy Allowance provided in the Schedule. You agree that We may increase the "Overage Copy Charge" but not more than once each year during the Initial Term and once each year for any Renewal Term (if any), by an amount not to exceed 10%. You agree to (a) provide Us or Sharp by telephone or facsimile with the actual meter readings whenever You are requested to do so, (b) allow Us or Sharp to attach an automatic meter reading device to the Equipment, which meter reading device You will not remove or alter without approval from Us or Sharp, and/or (c) give Us or Sharp access to the Equipment to obtain meter readings or audit the meter reading device. If We or Sharp request You to provide meter readings and You fail to do so within 7 days of the date of such request, then (i) the number of copies used by You may be estimated by Us or Sharp and We will invoice You accordingly, and (ii) We will adjust the estimated charge for excess copies upon receipt of actual meter readings. Restrictive endorsements on checks will not be binding on Us. All payments received will be applied to past due amounts and to the current amount due in such order as We determine. Any security deposit or estimated future Governmental Charge (as defined in Section 10 below) that You pay with respect to a Lease is non-interest bearing, may be commingled with Our funds, may be applied by Us at any time to past-due amounts, and the unused portion will be returned to You within 90 days after the end of this Lease. If We do not receive a payment in full on or before its due date, You shall pay (i) a fee equal to the greater of 10% of the amount that is late or \$29.00, plus (ii) interest on the part of the payment that is late in the amount of 1.5% per month ("Time-Value Interest") from the due date to the date paid. If any check is dishonored, You shall pay Us a fee of \$20.00. Promptly following Our request, from time to time, You shall furnish Us with current financial statements.

5. INDEMNIFICATION. Indemnification provisions are located in Exhibit A, which is attached hereto and incorporated herein by reference.

THE TERMS OF THIS MASTER AGREEMENT ARE CONTINUED ON THE REVERSE SIDE / NEXT PAGE. DO NOT SIGN THIS CONTRACT BEFORE YOU READ AND UNDERSTAND IT. PLEASE SEEK LEGAL COUNSEL BEFORE SIGNING IF YOU HAVE QUESTIONS.

Customer: By: X <u>William M. Watson</u> Date: <u>September 22, 2022</u> Print name: William M. Watson Title: County Manager	Accepted by: <u>Moonsun Park</u> Date: <u>September 30, 2022</u> (to be filled in by Sharp Leasing USA Corp.)
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Approved as to Legal Form: CJB

This Instrument Has Been Preaudited In The
Manner Required By The Local Government
Budget And Fiscal Control Act

DocuSigned by:
Elmer Cukro
Deputy Finance Officer

IS". We have not made and we hereby disclaim any and all warranties, express or implied, arising by applicable law or otherwise, including without limitation, the implied warranties of merchantability and fitness for a particular purpose. We hereby transfer to You, **without recourse to Us**, all automatically transferable warranties, if any, made to Us by the Vendor(s) of the Equipment. You agree that each Lease is a "finance lease" under the Uniform Commercial Code (the "**UCC**") unless otherwise expressly stated in the related Schedule or as provided by law. To the extent permitted by law, You hereby waive any and all rights and remedies conferred upon You under UCC Sections 2A-303 and 2A-508 through 522. You may be entitled under Article 2A of the UCC to the promises and warranties (if any) provided to Us by some or all of the Vendor(s) in connection with or as part of the contracts (if any) by which We acquire Equipment from such Vendor(s). You may contact such Vendor(s) for an accurate and complete statement of those promises and warranties (if any), including any disclaimers and limitations of them or of remedies. If it is determined that any Lease is a lease intended as security and/or the related Schedule grants to You a \$1.00 purchase option, then **You hereby grant to Us a security interest in the related Equipment and all proceeds thereof.** You authorize Us to record UCC financing statements to protect Our interests in the Equipment.

7. DELIVERY, LOCATION, OWNERSHIP, USE, MAINTENANCE OF EQUIPMENT. Sharp will install (and, with Our prior consent, remove) the Equipment in accordance with Sharp's service policies. You are responsible for all Equipment maintenance. You shall not remove any Equipment from the Equipment location specified in the related Schedule unless You first get Our permission. You shall give Us access to each Equipment location so that We may inspect the Equipment, and You agree to pay Our costs in connection therewith, whether performed prior to or after the Commencement Date of the related Lease. Unless otherwise stated in the related Schedule or as provided by law, **We will own and have title to all Equipment (excluding any software) during each Lease.** You agree that all Equipment is and shall remain personal property. Without Our prior written consent, You will not permit it to become (i) attached to real property or (ii) subject to any liens or encumbrances. **You represent that all Equipment will be used solely for commercial purposes and not for personal, family or household purposes.** You shall use all Equipment in accordance with all laws, operation manuals, any service contracts and insurance requirements, and shall not make any permanent alterations to it. At Your cost, You shall keep all Equipment in good working order and warrantable condition, ordinary wear and tear excepted ("**Good Condition**").

8. LOSS; DAMAGE; INSURANCE. With respect to each Lease, You shall, at all times during the Initial Term and any Renewal Term, (i) bear the risk of loss and damage to the Equipment and shall continue performing all Your obligations to Us even if it becomes damaged or suffers a loss, (ii) keep the Equipment insured against all commercially reasonable risks of damage and loss ("**Property Insurance**") in an amount equal to \$2,194,440.00, with Us named as sole "loss payee," and (iii) carry public liability insurance covering bodily injury and property damage ("**Liability Insurance**") in an amount equal to \$2,000,000 General Aggregate, \$1,000,000 Each Occurrence, with Us named as "additional insured." You have the choice of satisfying these insurance requirements by providing Us with satisfactory evidence of Property and Liability Insurance ("**Insurance Proof**"), within 30 days of the Commencement Date of such Lease. Such Insurance Proof must provide for at least 30 days prior written notice to Us before it may be cancelled or terminated.

9. ASSIGNMENT. You shall not sell, transfer, assign or otherwise encumber (collectively, "**Transfer**") this Master Agreement or any Schedule, or Transfer or sublease any Equipment, in whole or in part. We may, without notice to You, Transfer Our interests in any Equipment and/or this Master Agreement or any Schedule, in whole or in part, to a third party ("**New Owner**"), and if so, the New Owner will, to the extent of the Transfer, have all of Our rights and benefits but will not have to perform Our obligations (if any). You agree not to assert against the New Owner any claim or defense You may have against Us or any predecessor in interest.

10. TAXES AND OTHER FEES. You are responsible for all taxes (including, without limitation, sales and personal property taxes, and excluding only taxes based on Our income), levies, assessments, license and registration fees and other governmental charges relating to this Master Agreement, each Schedule and/or the related Equipment (collectively "**Governmental Charges**"). You agree to promptly pay Us, on demand, estimated future Governmental Charges. You authorize Us to pay any Governmental Charges as they become due, and You agree to reimburse Us promptly upon demand for the full amount (less any estimated amounts previously paid by You). You agree to pay Us a fee for preparing and filing personal property tax returns, and You agree not to file any personal property tax returns. You also agree to pay Us upon demand (i) for all costs of filing, amending and releasing UCC financing statements, and (ii) a processing fee of \$75.00 (or as otherwise agreed) per Lease to cover Our investigation and other administrative costs in originating such transaction. You also agree to pay Us a fee, in accordance with Our current fee schedule, which may change from time to time, for additional services We may provide to You at Your request. **You agree that the fees set forth in this Master Agreement may include a profit.**

11. SAVINGS CLAUSE. If any amount charged or collected under this Master Agreement or any Lease is greater than the amount allowed by law, including, without limitation, any amount that exceeds applicable usury limits (an "**Excess Amount**"), then (i) any Excess Amount charged but not yet paid will be waived by Us and (ii) any Excess Amount collected will be refunded to You or applied to any other amount then due hereunder.

12. DEFAULT. With respect to each Lease, You will be in default if You (1) fail to pay any amount due within 15 days of the due date, (2) breach or attempt to breach any other term, representation or covenant set forth herein, the related Schedule or in any other agreement between You and Us, (3) die (if You are an individual), go out of business or commence dissolution proceedings, (4) become insolvent, admit Your inability to pay Your debts, make an assignment for the benefit of Your creditors (or enter into a similar arrangement), file (or there is filed against You) a bankruptcy, reorganization or similar proceeding or a proceeding for the appointment of a receiver, trustee or liquidator, or (5) suffer an adverse change in Your financial condition and, as a result thereof or for any other reason, We deem Ourselves insecure. If You default, We may do any or all of the following with respect to any one or more Schedules: (A) cancel the related Lease, (B) require You to return the Equipment pursuant to Section 13 below, (C) take possession of and/or render the Equipment (including any software) unusable, and for such purposes You hereby authorize Us and Our designees to enter Your premises, with or without prior notice or other process of law, (D) require You to pay to Us, on demand, an amount equal to the sum of (i) all payments and other amounts then due and past due, (ii) **all remaining payments for the remainder of the then Present Term thereof** discounted at a rate of 6% per annum, (iii) the residual value of the Equipment estimated by Us at the inception of the Lease (as shown in Our books and records), discounted at a rate of 6% per annum, (iv) Time-Value Interest on the amounts specified in clauses "i", "ii" and "iii" above from the date of demand to the date paid, and (v) all other amounts that may thereafter become due hereunder to the extent that We will be obligated to collect and pay such amounts to a third party (such amounts specified in sub-clauses "i" through "v" referred to below as the "**Balance Due**"), and/or (E) exercise any other remedy available to Us under law. You also agree to reimburse Us on demand for all reasonable expenses of enforcement (including, without limitation, reasonable attorneys' fees and other legal costs) and reasonable expenses of repossessing, holding, preparing for disposition, and disposition ("**Remarketing**") of Equipment, plus Time-Value Interest on the foregoing amounts from the date of demand to the date paid. In the event We are successful in Remarketing the Equipment, We shall give You a credit against the Balance Due in an amount equal to the present value of the proceeds received and to be received from Remarketing minus the above-mentioned costs (the "**Net Proceeds**"). **If the Net Proceeds are less than the Balance Due, You shall be liable for such deficiency.** Any delay or failure to enforce Our rights under a Lease shall not constitute a waiver thereof. If We are holding any money belonging to You at any time during a Lease, You agree We may retain and utilize such money to cure any default by You under any Lease.

13. RETURN OF EQUIPMENT. If You are required to return any Equipment pursuant to the terms hereof, You shall, at Your expense, promptly upon demand, send the Equipment to a location(s) designated by Us. The Equipment must be received in Good Condition (as defined in Section 7). If the Equipment is not received within 15 days of the date of demand, You agree to continue paying the scheduled payments and all other amounts due pursuant to the related Schedule until it is received by Us. You will be responsible for any loss or damage to the Equipment during the return.

14. APPLICABLE LAW; VENUE; JURISDICTION. Each Lease shall be deemed to be performed in Union County, North Carolina (Our principal place of business and where We will administer Your account). **This Lease shall be governed by the laws of the State of North Carolina, but without regard to North Carolina choice-of-law laws. All legal actions relating to this Lease shall be filed and adjudicated exclusively in a state or federal court located in Union County, North Carolina. You hereby agree not to object to such venue, and You consent to personal jurisdiction in such courts.** Each provision hereof shall be interpreted to the maximum extent possible to be enforceable under applicable law. If any provision is construed to be unenforceable, such provision shall be ineffective only to the extent of such unenforceability without invalidating the remainder hereof.

15. NON-APPROPRIATION OF FUNDS. You hereby represent, warrant and covenant unto Us that: (a) You intend, subject only to the provisions of this Section 15, to remit to Us all sums due and to become due under each Lease for the full Present Term; (b) Your governing body has appropriated sufficient funds to pay all payments and other amounts due under each Lease during the first fiscal period applicable thereto; (c) You reasonably believe that legally available funds in an amount sufficient to make all payments for the full Present Term of each Lease can be obtained; and (d) You intend to do all things lawfully within Your power to obtain and maintain funds from which payments may be made, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable law. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds is within the discretion of Your governing body. In the event Your governing body fails to appropriate sufficient funds to pay all payments and other amounts due and to become due in Your next fiscal period, You may, subject to the terms hereof, terminate the applicable Lease as of the last day of the fiscal period for which the appropriations were received (an "Event of Non-appropriation"). You agree to deliver notice of an Event of Non-appropriation at least 30 days prior to the end of Your then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation and to return the Equipment pursuant to Section 13 above on or before the effective date of termination. You and We understand and intend that Your obligation to pay lease payments and other amounts due under each Lease shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements concerning Your creation of indebtedness, nor shall anything contained herein constitute a pledge of Your general tax revenues, funds or monies.

16. ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS. In addition to the other representations, warranties and covenants made by You as set forth in this Master Agreement, You hereby represent, warrant and covenant unto Us that: (a) You have the power and authority under applicable law to enter into this Master Agreement and each Lease and the transactions contemplated hereby and thereby and to perform all of Your obligations hereunder and thereunder, (b) You have duly authorized the execution and delivery of this Master Agreement and each Lease by appropriate official action of Your governing body and You have obtained such other authorizations, consents and/or approvals as are necessary to consummate this Master Agreement and each Lease, and (c) all legal and other requirements have been met, and procedures have occurred, to render this Master Agreement and each Lease enforceable against You in accordance with their respective terms, and You have complied with such public bidding requirements as may be applicable to this Master Agreement and each Lease and the transactions contemplated hereby and thereby. **You hereby acknowledge that each of the representations, warranties and covenants made by You in Section 15 and 16 and elsewhere in this Master Agreement are being materially relied upon by Us in purchasing the Equipment and entering into each Lease.**

Customer's Initials: _____


DS


EXHIBIT A

- I. At Sharp Leasing USA Corporation's or Sharp Electronics Corporation's ("Contractor") sole expense, Contractor shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best, or as otherwise authorized by the Union County Risk Manager.

A. WORKERS' COMPENSATION

Statutory (coverage for three or more employees) limits covering all employees, including Employer's Liability with limits of:

\$500,000	Each Accident
\$500,000	Disease - Each Employee
\$500,000	Disease - Policy Limit

B. COMMERCIAL GENERAL LIABILITY

Covering Ongoing and Completed Operations involved in this Agreement.

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Each Occurrence
\$1,000,000	Personal and Advertising Injury Limit

C. COMMERCIAL AUTOMOBILE LIABILITY

\$1,000,000	Combined Single Limit - Any Auto
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II. ADDITIONAL INSURANCE REQUIREMENTS

- A. Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

UNION COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY INSURANCE POLICY.

Additional Insured status for Completed Operations shall extend for a period of not less than three (3) years from the date of final payment.

- B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. Contractor shall have no right of recovery or subrogation against Union County (including its officers, agents and employees).

- D. It is the intention of the parties that the insurance policies afforded by Contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.
- E. Union County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- F. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify County's Risk Manager at 500 N. Main Street, Suite #130, Monroe, NC 28112, within ten (10) days of the cancellation or substantive change of any insurance policy set out herein. Union, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.
- G. The Certificate of Insurance should note in the Description of Operations the following:

Department: Information Technology
Contract #: 7774

- H. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Union County for claims made or suits brought which result from or are in connection with the performance of this Agreement.
- I. Certificate Holder shall be listed as follows:

Union County
Attention: Keith A. Richards, Risk Manager
500 N. Main Street, Suite #130
Monroe, NC 28112

- J. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

- III. Contractor agrees to protect, defend, indemnify and hold Union County, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due, in whole or in part, to the negligence of Contractor, its officers, employees, subcontractors or agents.

Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

- IV. To the extent permitted by applicable North Carolina law, Union County agrees that it will indemnify and hold harmless Sharp, its officers, agents, employees and assigns, from any loss, costs, damage, expense or liability by reason of property damage or personal injury of whatsoever nature or kind arising out of, as a result of, or caused by the negligence or willful misconduct of Union County.
- V. E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. Contractor shall ensure that Contractor and any subcontractor performing work under this Agreement: (i) uses E-Verify if required to do so by North Carolina law; and (ii) otherwise complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. A breach of this provision by Contractor will be considered a breach of this Agreement, which entitles Union County to terminate this Agreement, without penalty, upon notice to Contractor.
- VI. Notwithstanding anything in this Agreement to the contrary, Contractor acknowledges that Union County is subject to Chapter 132 of the North Carolina General Statutes, the Public Records Act, and that this Agreement, including all documents incorporated by reference, shall be a public record as defined in such Act, and as such, will be open to public disclosure and copying. If a public records request is made for any documents related to this event, Union County will notify Contractor of the request and of the date that any responsive documents will be released to the requester unless Contractor obtains a court order enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, Union County will release the requested information on the date specified.