



AGREEMENT

GREATAMERICA LEASING CORPORATION®
625 FIRST STREET SE, CEDAR RAPIDS IA 52401
PO BOX 609, CEDAR RAPIDS IA 52406-0609

AGREEMENT NO.: 634280

THIS COUNTERPART ORIGINAL OF THIS LEASE IS NOT CHATTEL PAPER. THE COUNTERPART ORIGINAL WHICH CONSTITUTES CHATTEL PAPER IS HELD BY GREATAMERICA LEASING CORPORATION.

CUSTOMER ("you" or "your")

FULL LEGAL NAME: Gila, County of

ADDRESS: 1400 E Ash St Globe, AZ 85501-1483

VENDOR (Vendor is not Owner's agent nor is Vendor authorized to waive or alter any term or condition of this Agreement)

Interstate Copyshop

EQUIPMENT AND PAYMENT TERMS

Table with columns: QTY, TYPE, MAKE, MODEL NUMBER AND INCLUDED ACCESSORIES, SERIAL NO.
Row 1: 1 Konica Minolta bizhub C552 copier system
Row 2: 1 Konica Minolta bizhub 423 copier system

EQUIPMENT LOCATION: 1400 E Ash St Globe, AZ 85501-1483

SEE SCHEDULE

TERM IN MONTHS: 36 MONTHLY PAYMENT AMOUNT: \$571.11 (PLUS TAX)

PURCHASE OPTION: FAIR MARKET VALUE

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us, GreatAmerica Leasing Corporation, to pay your Vendor for the equipment referenced herein ("Equipment") and you agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date.

INSURANCE. You agree to maintain comprehensive liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement.

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU UNDERSTAND WE ARE PAYING FOR THE EQUIPMENT BASED ON YOUR UNCONDITIONAL ACCEPTANCE OF IT AND YOUR PROMISE TO PAY US UNDER THE TERMS OF THIS AGREEMENT, WITHOUT SET-OFFS FOR ANY REASON, EVEN IF THE EQUIPMENT DOES NOT WORK OR IS DAMAGED, EVEN IF IT IS NOT YOUR FAULT.

TAXES. We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only, and not modify or move it from its initial location without our consent.

END OF TERM. At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew month to month unless a) you provide us written notice of your intent to return the Equipment to the location designated by us, at your expense.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you.

DEFAULT AND REMEDIES. If you do not pay any sum within 10 days after its due date, or if you breach any other term of this Agreement or any other agreement with us, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, both discounted at 4% per annum.

NO WARRANTY. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU HAVE ACCEPTED THE EQUIPMENT "AS-IS". YOU CHOSE THE EQUIPMENT, THE VENDOR AND ANY/ALL SERVICE PROVIDER(S) BASED ON YOUR JUDGMENT.

UCC. You agree that this Agreement is (and/or shall be treated as) a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC").

ASSIGNMENT. You may not sell, assign or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement or our rights in the Equipment, in whole or in part, to a third party without notice to you.

MISCELLANEOUS. This Agreement is the entire agreement between you and us and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us.

LAW/FORUM. This Agreement and any claim related to this Agreement will be governed by Iowa law. Any dispute will be adjudicated in a state or federal court located in Linn County, Iowa.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder.

OWNER

CUSTOMER'S AUTHORIZED SIGNATURE

THIS AGREEMENT IS NON-CANCELABLE FOR THE FULL AGREEMENT TERM. THIS AGREEMENT IS BINDING WHEN OWNER FUNDS VENDOR FOR THE EQUIPMENT.

OWNER: GREATAMERICA LEASING CORPORATION

CUSTOMER: (As Stated Above)

SIGNATURE: DATE: SIGNATURE: X DATE:

PRINT NAME & TITLE: PRINT NAME & TITLE:

UNCONDITIONAL GUARANTY

The undersigned unconditionally guarantees that the Customer will timely perform all obligations under the above Agreement. The undersigned also waives any notification if the Customer is in default and consents to any extensions or modifications granted to the Customer.

SIGNATURE: X INDIVIDUAL: DATE:

0101_0510

Approved As To Form Subject to Amendment, Governmental Entities Addendum and letter of Tom Jaquis of September 9, 2010
Bryan B Chambers
Chief Deputy Gila County Attorney

Amendment

This is an amendment (hereafter "Amendment") to that certain Agreement No. 634280 (the "Agreement") by and between County of Gila ("Customer") and GreatAmerica Leasing Corporation ("Owner"). All capitalized terms used in this Amendment, which are not otherwise defined herein, shall have the meanings given to such terms in the Agreement. Customer and Owner have mutually agreed that the following modifications be made to the Agreement:

1. The paragraph entitled "LAW/FORUM" is hereby deleted in its entirety and replace with the following:
"LAW/FORUM. This Agreement and any claim related to this Agreement will be governed by Arizona law. Any dispute will be adjudicated in a state or federal court located in Gila County, Arizona. The parties consent to personal jurisdiction and venue in such courts and waive transfer of venue. Each party waives any right to a jury trial."

Except as specifically modified by this Amendment, all other terms and conditions of the Agreement remain in full force and effect. If, and to the extent there is a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control. A facsimile copy of this Amendment bearing authorized signatures may be treated as an original. This Amendment is not binding until accepted by Owner.

<u>GreatAmerica Leasing Corporation</u> Owner	<u>County of Gila</u> Customer
By: _____ Owner Signature	By: X _____ Customer Signature
_____ Print Name & Title	_____ Print Name & Title
Date Accepted: _____	Date: _____

Approved As To Form


Bryan B. Chambers
Chief Deputy Gila County Attorney

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GOVERNMENTAL ENTITIES ADDENDUM

This is an addendum ("Addendum") to and part of that certain agreement between GreatAmerica Leasing Corporation ("GreatAmerica") and Gila, County of ("Governmental Entity", "you", or "your"), which agreement is identified in GreatAmerica's records as agreement number 634280 ("Agreement"). All capitalized terms used in this Addendum which are not defined herein shall have the meanings given to such terms in the Agreement.

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you 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) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your 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 your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right 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 to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are 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 you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation.

GreatAmerica acknowledges that the Agreement is subject to the cancellation provisions of A.R.S. §38-511.

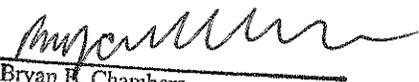
GOVERNMENTAL ENTITY'S AUTHORIZED SIGNATURE

(As Stated Above)	X		
	SIGNATURE	PRINT NAME & TITLE	DATE

GreatAmerica Leasing Corporation

	SIGNATURE	PRINT NAME & TITLE	DATE
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Approved As To Form


 Bryan B. Chambers
 Chief Deputy Gila County Attorney

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