

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS

ACTION AGENDA SUMMARY

DEPT: General Services Agency

BOARD AGENDA # *B-7

Urgent

Routine

AGENDA DATE June 18, 2013

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval of a Municipal Lease with Genesee Finance & Leasing Corporation of Lakewood Colorado for Acquisition of Twenty-Two County Vehicles

STAFF RECOMMENDATIONS:

1. Approve a municipal lease agreement with Genesee Finance & Leasing Corporation of Lakewood, Colorado for the acquisition of twenty-two County vehicles for Fiscal Year 2012-2013 and any additional vehicles approved in Budget Year 2013-2014.
2. Authorize the Purchasing Agent to sign the Lease with Option to Purchase Agreement and related lease documents, together with any subsequent projects under the master agreement on behalf of the County.

FISCAL IMPACT:

General Services Agency - Fleet Services will acquire 22 lease-financed vehicles for a total cost of \$488,155, which includes the purchase price of \$465,398 and finance costs of \$22,757. Of the financed amount, \$224,008 will be repaid in quarterly payments over a 2-year term and the balance of \$241,390 will be repaid in quarterly payments over a 5-year term. Funding to support these transactions was included and approved in the Fiscal Year 2012-2013 Final Budget for each of the requesting Departments.

BOARD ACTION AS FOLLOWS:

No. 2013-297

On motion of Supervisor Monteith, Seconded by Supervisor Withrow and approved by the following vote,

Ayes: Supervisors: O'Brien, Withrow, Monteith, De Martini and Chairman Chiesa

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

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DISCUSSION:

The Stanislaus County Fiscal Year 2012-2013 Final Budget included funding for the acquisition of 22 vehicles. At the request of the Board, acquisition of vehicles by Behavioral Health and Recovery Services (BHRS), Health Services Agency (HSA) and Animal Services was delayed pending review of other suitable vehicles within County departments, and the development of a General Services Agency Fleet Policy.

The Board approved the General Services Agency Fleet Policy (Policy) on March 12, 2013. The policy included the following provisions for Vehicle Funding and Acquisition:

To maximize savings, all vehicle funding is to be planned by the departments upon consultation with Fleet Manager, and approved by the Board of Supervisors at Proposed Budget, with a true up at Final Budget. Emergency purchases will be allowed by the Chief Executive Office on a case-by-case basis for presentation to the Board of Supervisors at other times. Departments have the option of purchasing vehicles with existing capital or acquiring vehicles through a municipal lease. Preference shall be given to the lowest cost option and, when applicable, any state and federal funding requirements.

Due to the timing of the utilization review and subsequent policy, the acquisition and financing of the vehicles requested in the Stanislaus County Fiscal Year 2012-2013 Final Budget was delayed. The Fleet Manager, has completed a review of County vehicles and determined that there are no underutilized vehicles available in other departments to fill the current requests. Additionally, the Fleet Manager has completed a review of each department's vehicle needs and current vehicle utilization, and determined that acquisition of vehicles is warranted. All of the 22 requested vehicles are replacements for older vehicles, which will be sent to salvage upon receipt of the new vehicles.

On April 19, 2013, the General Services Agency Purchasing Division (GSA) solicited bids for financing the acquisition of the 22 vehicles. Bid pricing received from the responding lenders is as follows:

Lender	Int. Rate (2-yr)	Cost for 24-month term	Int. Rate (5-yr)	Cost for 60-month term	Total Cost of Acquisition*
GFLC	1.950%	\$230,994	2.120%	\$257,161	\$488,155
Baystone	2.400%	\$230,098	2.590%	\$258,137	\$488,235
Mosaic	2.850%	\$231,250	2.786%	\$259,431	\$490,681
First Capital	3.092%	\$231,870	2.844%	\$259,815	\$491,685
Ford Credit	5.500%	\$238,541	4.700%	\$272,752	\$511,293

* Includes lease initiation fees, as applicable

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As shown in the table above, the financing terms proposed by Genesee Finance and Leasing Company (GFLC) provided the lowest cost of acquiring the 22 requested vehicles, representing a combined savings of \$23,137 over the previous vendor, Ford Credit. GFLC, a leasing broker, will assign the lease to Westamerica Bank (Westamerica). Payments to Westamerica under the lease will commence in August 2013. Under the terms of financing:

- Behavioral Health and Recovery Services (BHRS) requests financing of seven sedans and four vans, totaling \$224,008, which will be repaid in quarterly payments over a 2-year term, with a \$2,000 lease initiation fee and 1.95% interest for a total cost of \$230,994 over the life of the lease.
- Health Services Agency (HSA) requests financing of ten sedans totaling \$191,940, which will be repaid in quarterly payments over a 5-year term, with a \$1,818 lease initiation fee and 2.12% interest for a total cost of \$204,721.
- Animal Services requests financing of one truck at a cost of \$49,450, which will be repaid in quarterly payments over a 5-year term, with a \$182 lease initiation fee and 2.12% interest for a total cost of \$52,440.

If approved, the municipal lease agreement provides an opportunity to acquire vehicles in the current and upcoming fiscal year at a low interest rate through a lease program. Additional vehicles can be added to this municipal lease agreement in the event GFLC submits the lowest bid with respect to future bundled vehicle lease purchases.

POLICY ISSUE:

Approval of this agreement supports the Board's priorities of Efficient Delivery of Public Services and Effective Partnerships by providing a cost-efficient municipal lease program through which County departments may acquire vehicles.

STAFFING:

Existing GSA staff will manage the municipal lease agreement.

CONTACT:

Keith D. Boggs, GSA Director/Purchasing Agent. Telephone: (209) 652-1514
Steven DeMass, Fleet Services Manager. Telephone: (209) 558-3659

LEASE WITH OPTION TO PURCHASE AGREEMENT

THIS LEASE WITH OPTION TO PURCHASE AGREEMENT (this Lease) dated as of this 12th day of June, 2013, is made and entered into by and between Genesee Finance & Leasing Corporation, a corporation duly organized and existing under the laws of the State of Colorado as lessor (Lessor), whose principal business address is as shown on the execution page hereof; and the County of Stanislaus, a political subdivision of the State of California as lessee (Lessee), whose address is as shown on the execution page hereof.

ARTICLE I: DEFINITIONS AND EXHIBITS

Section 1.1. Definitions. Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Lease, have the meanings herein specified.

Contractor: Each of the manufacturers or vendors from whom Lessee has ordered or will order or with whom Lessee has contracted or will contract for the manufacture, delivery and/or installation of an Equipment Group or any portion thereof.

Equipment Group: An item or items of personal property designated from time to time by Lessee which are described in an Equipment Schedule, and which are being or will be leased with option to purchase by Lessee pursuant to this Lease.

Equipment Schedule: A schedule consisting of the separate but like numbered pages in the form provided in Exhibits A and B which have been completed with respect to an Equipment Group and executed by Lessor and Lessee as indicated therein.

Fiscal Year: The twelve month fiscal period of Lessee which commences on July 1st in every year and ends on the following June 30th.

Interest: The portion of any Rental Payment designated as and comprising interest as shown in any Equipment Schedule.

Lease: With respect to each Equipment Group, this Lease with Option to Purchase Agreement and the Equipment Schedule in which such Equipment Group is described, which shall constitute a separate contract relating to such Equipment Group.

Net Proceeds: Any insurance proceeds or condemnation award, paid with respect to any Equipment Group, remaining after payment therefrom of all expenses incurred in the collection thereof.

Non-Appropriation: The failure of Lessee's governing body to appropriate money for any Fiscal Year of Lessee sufficient for the continued performance of this Lease by Lessee with respect to any Equipment Group as evidenced by the passage of a resolution by Lessee's

governing body specifically prohibiting Lessee from paying the Rental Payments due with respect to any Equipment Group in a specified Fiscal Year and all subsequent Fiscal Years during the Term of this Lease with respect thereto.

Payment Date: The date upon which any Rental Payment is due and payable as provided in any Equipment Schedule.

Permitted Encumbrances: As of any particular time: (i) liens for taxes and assessments not then delinquent, (ii) this Lease and amendments hereto, and (iii) Lessor's interest in any Equipment Group.

Principal: The portion of any Rental Payment designated as principal in any Equipment Schedule.

Purchase Option Price: With respect to any Equipment Group, as of the Payment Dates specified in the Equipment Schedule relating thereto, the amount so designated and set forth opposite each such date in such Equipment Schedule.

Rental Payment: With respect to any Equipment Group, the payment due from Lessee to Lessor on each Payment Date during the Term of this Lease, as shown in the Equipment Schedule relating thereto.

Specifications: The bid specifications and/or purchase order pursuant to which Lessee has ordered any Equipment Group from a Contractor.

State: The State of California.

State and Federal Law or Laws: The Constitution and any law of the State and any charter, ordinance, rule or regulation of any agency, municipal corporation, or political subdivision of the State; and any law of the United States, and any rule or regulation of any federal agency.

Term of this Lease or Lease Term: With respect to any Equipment Group, the period during which this Lease is in effect as specified in Section 4.1.

Section 1.2. Exhibits. The following Exhibits are attached to and by reference made a part of this Lease:

Exhibit A: A form of schedule describing an Equipment Group being leased by Lessee pursuant to this Lease, and setting forth the date and amount of each Rental Payment coming due during the Lease Term with respect to the Equipment Group, the amount of such Rental Payments comprising Principal and Interest, and the price at which Lessee may exercise its option to purchase Lessor's interest in such Equipment Group in accordance with Article X.

The serial or other identifying numbers relating to the Equipment Group, if any, and the due date of each Rental Payment shall be inserted when available.

Exhibit B: A form of Certificate of Acceptance of Lessee indicating that the Equipment Group described therein has been delivered and installed in accordance with the Specifications, and has been accepted by Lessee, the date on which Rental Payments shown in the page of Exhibit A relating thereto shall commence, and that certain other requirements have been met by Lessee.

Exhibit C: A form of opinion of counsel to Lessee as to the organization, nature and powers of Lessee; the validity, execution and delivery of this Lease and various related documents; the absence of litigation; and related matters.

ARTICLE II: REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 2.1. Representations, Warranties and Covenants of Lessee. Lessee represents and warrants to and covenants with Lessor with respect to this Lease and each Equipment Group, as follows:

(a) Lessee is a political subdivision of the State, duly organized and existing under the Constitution and laws of the State, and is authorized under the Constitution and laws of the State to enter into this Lease and the transactions contemplated hereby, and to perform all of its obligations hereunder.

(b) The execution and delivery of this Lease (and all documentation relating to any Equipment Group) by the officer of Lessee executing it has been duly authorized by a duly adopted resolution of Lessee's governing body, or by other appropriate official action, and such action has complied and/or will comply with all public bidding and other State and Federal Laws applicable to this Lease and the acquisition and financing of the Equipment Group(s) by Lessee.

(c) Lessee will use the Equipment Group(s) during the Lease Term relating thereto only to perform essential governmental functions.

(d) Lessee will take no action that would cause the Interest portion of the Rental Payments to become includible in gross income of the recipient for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the Code) and Treasury Regulations promulgated thereunder (the Regulations), and Lessee will take and will cause its officers, employees and agents to take all affirmative actions legally within its power necessary to ensure that the Interest portion of the Rental Payments does not become includible in gross income of the recipient for federal income tax purposes under the Code and Regulations.

(e) Lessee will submit to the Secretary of the Treasury information reporting statements and other information relating to this Lease and each Equipment Group at the times and in the forms required by the Code and the Regulations.

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Dated as of June 12, 2013

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(f) Upon delivery and installation of any Equipment Group, Lessee will provide to Lessor a completed and executed copy of a Certificate of Acceptance relating thereto in the form attached hereto as Exhibit B, and an opinion of its legal counsel in the form attached hereto as Exhibit C, provided that if Lessor and Lessee agree to use the Alternative Procedure set forth in Section 3.4 hereof such legal opinion shall be provided to Lessor upon execution of the Escrow Agreement.

(g) Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Lease during the current fiscal year of Lessee, and such moneys will be applied in payment of all such Rental Payments due and payable during such current fiscal year.

Section 2.2. Representations and Warranties of Lessor. Lessor represents and warrants to Lessee as follows:

(a) Lessor is a corporation duly organized, existing and in good standing under and by virtue of the laws of the State of Colorado, and if necessary is duly qualified, in good standing as a foreign corporation and authorized to transact business in the State; has power to enter into this Lease; is possessed of full power to own and hold real and personal property, and to lease the same; and has duly authorized the execution and delivery of this Lease.

(b) Neither the execution and delivery of this Lease, nor the fulfillment of or compliance with the terms and conditions thereof, nor the consummation of the transactions contemplated thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Lessor is now a party or by which Lessor is bound, constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of Lessor, or upon any Equipment Group except Permitted Encumbrances.

ARTICLE III: LEASE OF EQUIPMENT GROUP

Section 3.1. Acquisition of Equipment Group. Lessee shall advise Lessor of its desire to lease an Equipment Group and of the desired lease terms. Upon agreement by Lessor and Lessee as to the lease of the Equipment Group and such terms, Lessee shall order the Equipment Group from the appropriate Contractor or Contractors and notify Lessor in writing of the Equipment Group cost and the estimated delivery period, whereupon Lessor shall furnish to Lessee a proposed schedule in the form attached Exhibit A relating to the Equipment Group completed insofar as possible. Nothing herein shall obligate Lessor to lease any Equipment Group to Lessee until Lessor shall have so concurred in writing to the lease of any Equipment Group.

Section 3.2. Equipment Group Delivery; Documentation. Upon delivery of any Equipment Group, Lessee shall inspect such Equipment Group, and if such Equipment Group meets Lessee's Specifications, Lessee shall within three (3) business days from the date of delivery of the Equipment Group provide to Lessor a completed and executed copy of a Certificate of Acceptance relating thereto in the form attached hereto as Exhibit B, and a completed and executed copy of the related Exhibit A. Simultaneously with the delivery, Lessor and Lessee shall take all actions necessary to vest legal title to the Equipment Group in Lessee, and to perfect a security interest therein in favor of Lessor or a person, firm or corporation designated by it.

Section 3.3. Lease; Enjoyment; Inspection. Lessor hereby leases each Equipment Group made subject to this Lease to Lessee, and Lessee hereby leases such Equipment Group from Lessor, upon the terms and conditions set forth in this Lease. Lessor hereby covenants to provide Lessee during the Term of this Lease with the quiet use and enjoyment of the Equipment Group, and Lessee shall during the Term of this Lease peaceably and quietly have and hold and enjoy the Equipment Group, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Lease. Lessor will, at the request of Lessee and at Lessee's cost, join in any legal action in which Lessee asserts its right to such possession and enjoyment to the extent Lessor lawfully may do so. Lessee agrees that Lessor shall have the right at all reasonable times to examine and inspect the Equipment Group. Lessee further agrees that Lessor shall have such rights of access to the Equipment Group as may be reasonably necessary to cause the proper maintenance of the Equipment Group in the event of failure by Lessee to perform its obligations hereunder.

Section 3.4. Alternative Procedure; Escrow Agreement. Notwithstanding the provisions of Sections 3.1 and 3.2, if, upon agreement by Lessor and Lessee as to any Equipment Group to be acquired and leased by Lessee under this Lease, Lessor and Lessee enter into an escrow agreement establishing a fund from which the Equipment Group cost is to be paid, and an amount sufficient, together with anticipated interest earnings thereon, to pay such cost is deposited therein by Lessor: (a) Lessor and Lessee shall immediately complete and execute an Exhibit A relating to the Equipment Group; and (b) the Rental Payments relating to the Equipment Group shall be due and payable commencing upon execution of and as provided in such Exhibit A.

ARTICLE IV: TERM OF LEASE

Section 4.1. Lease Term. This Lease shall be in effect for a Term commencing upon its date of execution and ending when the Term applicable to all Equipment Groups subject hereto has ended as provided in Section 4.5. This Lease shall be in effect with respect to each Equipment Group for a Term commencing upon the date of execution of the Equipment Schedule relating thereto and ending as provided in Section 4.5.

Section 4.2. Termination by Lessee. In the sole event of Non-Appropriation with respect to an Equipment Group, Lessee shall have the right to terminate this Lease with respect to such Equipment Group, at the end of any Fiscal Year of Lessee, in the manner and subject to the terms specified in this Section and Sections 4.4 and 4.5. Lessee may effect such termination by giving Lessor a written notice of termination and by paying to Lessor any Rental Payments and other amounts with respect to the Equipment Group which are due and have not been paid at or before the end of its then current Fiscal Year. Lessee shall endeavor to give notice of such termination not less than sixty (60) days prior to the end of such Fiscal Year, and shall notify Lessor of any anticipated termination. In the event of termination of this Lease with respect to an Equipment Group as provided in this Section, Lessee shall deliver possession of such Equipment Group to Lessor in accordance with Section 12.3, and shall convey to Lessor or release its interest in such Equipment Group within thirty (30) days after the termination of this Lease with respect thereto.

Section 4.3. Intent to Continue Lease Term; Appropriations. Lessee presently intends to continue this Lease for its entire Term with respect to each Equipment Group made subject hereto and to pay all Rental Payments relating thereto. The person or entity in charge of preparing Lessee's budget will include in the budget request for each Fiscal Year the Rental Payments to become due in such Fiscal Year with respect to each Equipment Group, and will use all reasonable and lawful means available to secure the appropriation of money for such Fiscal Year sufficient to pay all such Rental Payments coming due therein, and Lessee reasonably believes that moneys in an amount sufficient to make all such Rental Payments can and will lawfully be appropriated and made available for this purpose.

Section 4.4. Effect of Termination. Upon termination of this Lease with respect to an Equipment Group as provided in Section 4.2, Lessee shall not be responsible for the payment of any additional Rental Payments relating thereto coming due in succeeding Fiscal Years, but if Lessee has not delivered possession of the Equipment Group to Lessor in accordance with Section 12.3 and conveyed to Lessor or released its interest in such Equipment Group within thirty (30) days after the termination of this Lease with respect thereto, the termination shall nevertheless be effective, but Lessee shall be responsible for the payment of damages in an amount equal to the amount of the Rental Payments thereafter coming due with respect to such Equipment Group which are attributable to the number of days after such thirty (30) day period during which Lessee fails to take such actions and for any other loss suffered by Lessor as a result of Lessee's failure to take such actions as required.

Section 4.5. Termination of Lease Term. The Term of this Lease with respect to any Equipment Group will terminate upon the occurrence of the first of the following events: (a) the termination of this Lease by Lessee in accordance with Section 4.2; (b) the exercise by Lessee of its option to purchase Lessor's interest in the Equipment Group pursuant to Article X; (c) a default by Lessee and Lessor's election to terminate this Lease pursuant to Article XII; or (d) the payment by Lessee of all Rental Payments and all other amounts authorized or required to be paid by Lessee hereunder with respect to the Equipment Group.

ARTICLE V: RENTAL PAYMENTS

Section 5.1. Rental Payments. Lessee agrees to pay Rental Payments with respect to each Equipment Group during the Term of this Lease relating thereto, in the amounts and on the dates specified in the Equipment Schedule relating thereto. A portion of each Rental Payment is paid as and represents the payment of Interest. Exhibit A of each Equipment Schedule sets forth the Interest component of each Rental Payment. All Rental Payments shall be paid to Lessor, or to such other person(s) or entity(ies) to which Lessor has assigned such Rental Payments as specified in Article XI, at such place as Lessor or such assignee may from time to time designate by written notice to Lessee. Lessee shall pay the Rental Payments exclusively from moneys legally available therefor, in lawful money of the United States of America.

Section 5.2. Current Expense. The obligations of Lessee under this Lease, including its obligation to pay the Rental Payments due with respect to any Equipment Group, in any Fiscal Year for which this Lease is in effect, shall constitute a current expense of Lessee for such Fiscal Year and shall not constitute indebtedness of Lessee within the meaning of the Constitution and laws of the State. Nothing herein shall constitute a pledge by Lessee of any taxes or other moneys, other than moneys lawfully appropriated from time to time by or for the benefit of Lessee for this purpose and the proceeds or Net Proceeds of the Equipment Group, to the payment of any Rental Payment or other amount coming due hereunder.

Section 5.3. Rental Payments to be Unconditional. Except as provided in Section 4.2, the obligation of Lessee to make Rental Payments or any other payments required hereunder shall be absolute and unconditional in all events. Notwithstanding any dispute between Lessee and Lessor or any other person, Lessee shall make all Rental Payments and other payments required hereunder when due and shall not withhold any Rental Payment or other payment pending final resolution of such dispute nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such Rental Payments or other payments required under this Lease. Lessee's obligation to make Rental Payments or other payments during the Lease Term shall not be abated through accident or unforeseen circumstances. However, nothing herein shall be construed to release Lessor from the performance of its obligations hereunder; and if Lessor should fail to perform any such obligation, Lessee may institute such legal action against Lessor as Lessee may deem necessary to compel the performance of such obligation or to recover damages therefor.

ARTICLE VI: INSURANCE AND NEGLIGENCE

Section 6.1. Liability Insurance. Upon ordering any Equipment Group and prior to receipt of possession of the Equipment Group, Lessee shall take such measures as may be necessary to ensure that any liability for injuries to or death of any person or damage to or loss of property arising out of or in any way relating to the condition or the operation of the Equipment Group or any part thereof, is covered by a blanket or other general liability insurance policy maintained by Lessee. The Net Proceeds of all such insurance shall be applied toward

extinguishment or satisfaction of the liability with respect to which any Net Proceeds may be paid.

Section 6.2. Property Insurance. Upon receipt of possession of any Equipment Group, Lessee shall have and assume the risk of loss with respect thereto. Lessee shall procure and maintain continuously in effect during the Term of this Lease, all-risk insurance, subject only to the standard exclusions contained in the policy, in such amount as will be at least sufficient so that a claim may be made for the full replacement cost of any part of the Equipment Group damaged or destroyed and to pay the applicable Purchase Option Price of the Equipment Group. Such insurance may be provided by a rider to an existing policy or under a separate policy. Such insurance may be written with customary deductible amounts. The Net Proceeds of insurance required by this Section shall be applied to the prompt repair, restoration or replacement of the Equipment Group, or to the purchase of the Equipment Group, as provided in Section 6.7. Any Net Proceeds not needed for those purposes shall be paid to Lessee.

Section 6.3. Worker's Compensation Insurance. If required by State law, Lessee shall carry worker's compensation insurance covering all employees on, in, near or about any Equipment Group, and upon request, shall furnish to Lessor certificates evidencing such coverage throughout the Term of this Lease.

Section 6.4. Requirements For All Insurance. All insurance policies (or riders) required by this Article shall be taken out and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State; and shall contain a provision that the insurer shall not cancel or revise coverage thereunder without giving written notice to the insured parties at least ten (10) days before the cancellation or revision becomes effective. Each insurance policy or rider required by this Article VI shall name Lessor as an additional insured party and loss payee. Lessee shall deposit with Lessor policies (and riders) evidencing any such insurance procured by it, or a certificate or certificates of the respective insurers stating that such insurance is in full force and effect. Before the expiration of any such policy (or rider), Lessee shall furnish to Lessor evidence that the policy has been renewed or replaced by another policy conforming to the provisions of this Article, unless such insurance is no longer obtainable in which event Lessee shall notify Lessor of this fact.

Section 6.5. Self-Insurance. Notwithstanding the provisions of Sections 6.1 through 6.3, Lessee may elect to meet the requirements of any such section through self-insurance provided by a Qualified Self-Insurance Program having coverage limits equal to or greater than those specified in such Section. In such event Lessee shall give Lessor notice of such election and provide to Lessor a full, true and correct copy of all documents providing for the establishment and administration of the Qualified Self-Insurance Program. As used herein, Qualified Self-Insurance Program means a program of self-insurance which has been established by Lessee, or by Lessee and other political subdivisions of the State, pursuant to a State law specifically authorizing the program, and which is funded in a manner similar to commercial insurance or in a manner specified in such State law.

Section 6.6. Lessee's Negligence. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to any Equipment Group and for injury to or death of any person or damage to any property, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such property damage be to Lessee's property or the property of others, which is proximately caused by the negligent conduct of Lessee, its officers, employees and agents. Lessee hereby assumes responsibility for and agrees to reimburse Lessor for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorney's fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Lessor that in any way relate to or arise out of a claim, suit or proceeding based in whole or in part upon the negligent conduct of Lessee, its officers, employees and agents, to the maximum extent permitted by law.

Section 6.7. Damage to or Destruction of Equipment Group. If after delivery of any Equipment Group to Lessee all or any part of the Equipment Group is lost, stolen, destroyed or damaged beyond repair, Lessee shall as soon as practicable after such event either: (a) replace the same at Lessee's sole cost and expense with equipment of equal or greater value to the Equipment Group immediately prior to the time of the loss occurrence, such replacement equipment to be subject to Lessor's reasonable approval, whereupon such replacement shall be substituted in this Lease by appropriate endorsement; or (b) pay the applicable Purchase Option Price of the Equipment Group as set forth in Exhibit A. Lessee shall notify Lessor of which course of action it will take within fifteen (15) days after the loss occurrence. If Lessee fails or refuses to notify Lessor within the required period, Lessor may, at its option, declare the applicable Purchase Option Price of the Equipment Group set forth in Exhibit A immediately due and payable, and Lessee shall be obligated to pay the same. The Net Proceeds of all insurance payable with respect to the Equipment Group shall be available to Lessee and shall be used to discharge Lessee's obligation under this Section. On payment of the Purchase Option Price with respect to any Equipment Group, this Lease shall terminate with respect to such Equipment Group and Lessee thereupon shall become entitled to such Equipment Group **AS IS, WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE**, except that such Equipment Group shall not be subject to any lien or encumbrance created by or arising through Lessor.

ARTICLE VII: OTHER OBLIGATIONS OF LESSEE

Section 7.1. Use; Permits. Lessee shall exercise due care in the installation, use, operation and maintenance of all Equipment Groups, and shall not install, use, operate or maintain the Equipment Groups improperly, carelessly, in violation of any State and Federal Law or for a purpose or in a manner contrary to that contemplated by this Lease. Lessee shall obtain all permits and licenses necessary for the installation, operation, possession and use of the Equipment Groups. Lessee shall comply with all State and Federal Laws applicable to the installation, use, possession and operation of the Equipment Groups, and if compliance with any

such State and Federal Law requires changes or additions to be made to the Equipment Groups, such changes or additions shall be made by Lessee at its expense.

Section 7.2. Maintenance of Equipment Group by Lessee. Lessee shall, at its own expense, maintain, preserve and keep the Equipment Groups in good repair, working order and condition, and shall from time to time make all repairs and replacements necessary to keep the Equipment Groups in such condition. Lessor shall have no responsibility for any of these repairs or replacements.

Section 7.3. Taxes, Other Governmental Charges and Utility Charges. Except as expressly limited by this Section, Lessee shall pay all taxes and other governmental charges of any kind which are at any time lawfully assessed or levied against or with respect to any Equipment Group, the Rental Payments or any part thereof, or which become due during the Term of this Lease, whether assessed against Lessee or Lessor. Lessee shall also pay when due all gas, water, steam, electricity, heat, power, telephone, and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment Groups, and all special assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien on the Equipment Groups; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due. Lessee shall not be required to pay any federal, state or local income, inheritance, estate, succession, transfer, gift, franchise, gross receipts, profit, excess profit, capital stock, corporate, or other similar tax payable by Lessor, its successors or assigns, unless such tax is made in lieu of or as a substitute for any tax, assessment or charge which is the obligation of Lessee under this Section.

Section 7.4. Advances. If Lessee shall fail to perform any of its obligations under this Article, Lessor may, but shall not be obligated to, take such action as may be necessary to cure such failure, including the advancement of money, and Lessee shall be obligated to repay all such advances on demand, with interest at the rate of 18% per annum or the maximum rate permitted by law, whichever is less, from the date of the advance to the date of repayment.

ARTICLE VIII: TITLE; SECURITY INTEREST; LIENS

Section 8.1. Title. During the Term of this Lease with respect to any Equipment Group, and so long as Lessee is not in default under Article XII, legal title to the Equipment Group and any and all repairs, replacements, substitutions and modifications to it shall be in Lessee. Upon termination of this Lease with respect to any Equipment Group pursuant to Section 4.2 or Article XII hereof, full and unencumbered legal title to such Equipment Group shall pass to Lessor, and Lessee shall have no further interest therein. In either of such events, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of legal title to such Equipment Group to Lessor and the termination of Lessee's interest therein, and upon request by Lessor shall deliver possession of the Equipment Group to Lessor in accordance with Section 12.3. Upon termination of this Lease with respect to any Equipment

Group through exercise of Lessee's option to purchase pursuant to Article X or through payment by Lessee of all Rental Payments and other amounts relating thereto, Lessor's security or other interest in such Equipment Group shall terminate, and Lessor shall execute and deliver to Lessee such documents as Lessee may request to evidence the termination of Lessor's security or other interest in such Equipment Group.

Section 8.2. Security Interest. Lessee grants to Lessor a continuing, first priority security interest under the Uniform Commercial Code or, if applicable, other State law in each Equipment Group, the proceeds thereof and all repairs, replacements, substitutions and modifications thereto or thereof made pursuant to Section 8.5, in order to secure Lessee's payment of all Rental Payments with respect thereto due during the Term of this Lease and the performance of all other obligations herein to be performed by Lessee. Lessee will join with Lessor in executing such financing statements or other documents and will perform such acts as Lessor may request to establish and maintain a valid first lien and perfected security interest in each Equipment Group. If requested by Lessor, Lessee shall conspicuously mark each Equipment Group with appropriate lettering, labels or tags, and maintain such markings during the Term of this Lease, so as clearly to disclose Lessor's security interest in the Equipment Group.

Section 8.3. Liens. During the Term of this Lease, Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Equipment Groups, other than the respective rights of Lessor and Lessee as herein provided and Permitted Encumbrances. Except as expressly provided in Section 7.3 and this Article, Lessee shall promptly, at its own expense, take such action as may be necessary duly to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. Lessee shall reimburse Lessor for any expense incurred by Lessor in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

Section 8.4. Installation of Lessee's Equipment. Lessee may at any time and from time to time, in its sole discretion and at its own expense, install other items of equipment in or upon any Equipment Group, which items shall be identified by tags or other symbols affixed thereto as property of Lessee, shall remain the sole property of Lessee, and may be modified or removed by Lessee at any time provided that Lessee shall repair and restore any and all damage to the Equipment Group resulting from the installation, modification or removal of any such items.

Section 8.5. Modification of Equipment Group. Lessee shall, at its own expense, have the right to make repairs to the Equipment Group, and to make repairs, replacements, substitutions and modifications to all or any of the parts thereof. All such work and any part or component used or installed to make a repair or as a replacement, substitution or modification, shall thereafter comprise part of the Equipment Group and be subject to the provisions of this Lease. Such work shall not in any way damage the Equipment Group or cause it to be used for purposes other than those authorized under the provisions of State and Federal Law or those

contemplated by this Lease; and the Equipment Group, upon completion of any such work shall be of a value which is not less than the value of the Equipment Group immediately prior to the commencement of such work.

Section 8.6. Personal Property. Each Equipment Group is and shall at all times be and remain personal property notwithstanding that the Equipment Group or any part thereof may be or hereafter become in any manner affixed or attached to or embedded in or permanently rested upon real property or any building thereon or attached in any manner to what is permanent by means of cement, plaster, nails, bolts, screws or otherwise.

ARTICLE IX: WARRANTIES

Section 9.1. Selection of Equipment Group. Each Equipment Group and the Contractor therefor have been selected by Lessee, and Lessor shall have no responsibility in connection with the selection of such Equipment Group, its suitability for the use intended by Lessee, the acceptance by the Contractor or its sales representative of the order submitted, or any delay or failure by the Contractor or its sales representative to manufacture, deliver or install the Equipment Group for use by Lessee. Lessee authorizes Lessor to add the serial number of any item in the Equipment Group to Exhibit A when available.

Section 9.2. Installation and Maintenance of Equipment Group. Lessor shall have no obligation to install, erect, test, inspect, service or maintain the Equipment Group under any circumstances, but such actions shall be the obligation of Lessee or the Contractor.

Section 9.3. Contractor's Warranties. Lessor hereby assigns to Lessee for and during the Term of this Lease, all of its interest, if any, in all Contractor's warranties and guarantees, express or implied, issued on or applicable to any Equipment Group, and Lessor hereby authorizes Lessee to obtain the customary services furnished in connection with such warranties and guarantees at Lessee's expense.

Section 9.4. Patent Infringement. Lessor hereby assigns to Lessee for and during the Term of this Lease all of its interest, if any, in patent indemnity protection provided by any Contractor with respect to any Equipment Group. Such assignment of patent indemnity protection by Lessor to Lessee shall constitute the entire liability of Lessor for any patent infringement by Equipment Groups furnished pursuant to this Lease.

Section 9.5. Disclaimer of Warranties. **EACH EQUIPMENT GROUP IS DELIVERED AS IS, AND LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE OF ANY EQUIPMENT GROUP, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO ANY EQUIPMENT GROUP. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR**

ARISING OUT OF THIS LEASE OR ANY EQUIPMENT GROUP OR LESSEE'S USE OF ANY EQUIPMENT GROUP.

ARTICLE X: OPTION TO PURCHASE

Section 10.1. When Available. Lessee shall have the option to

[a] prepay the principal amount of Rental Payments relating to any Equipment Group in a minimum amount equal to the total amount of a Rental Payment relating thereto on any Payment Date relating thereto; or

[b] to purchase Lessor's interest in any Equipment Group at any time, and

[1] if such purchase option is exercised on a Payment Date by paying Lessor a sum equal to the then applicable Rental Payment and Purchase Option Price plus any other charges due, and

[2] if such purchase option is exercised prior to a due date of a Rental Payment, by paying Lessor a sum equal to the then immediately preceding Purchase Option Price set forth in the page of Exhibit A relating thereto plus accrued daily interest on such preceding Purchase Option Price to the date of purchase settlement, at the interest rate set forth in the related Exhibit A, plus any other charges due;

but in either exercise only if Lessee is not in default under this Lease, and only in the manner provided in this Article.

Section 10.2. Exercise of Option. Lessee shall give notice to Lessor of its intention to exercise its option to purchase or prepay principal, with respect to any Equipment Group not less than sixty (60) days prior to the date on which the option is to be exercised, and shall deposit with Lessor on the date of exercise an amount equal to all Rental Payments and any other amounts relating to such Equipment Group then due or past due (including the Rental Payment relating thereto due on the Payment Date on which the option is to be exercised) and, the applicable Purchase Option Price set forth in the Equipment Schedule relating thereto, plus accrued daily interest if applicable, as set forth in Section 10.1, or in the case of a partial prepayment, the principal amount being prepaid.

The closing for such prepayment or purchase shall be on the Payment Date on which the option is to be exercised at the office of Lessor.

In the case of a partial prepayment, Lessor shall prepare and furnish to Lessee a revised Schedule of Rental Payments for the applicable Equipment Schedule reflecting such prepayment, which schedule shall reflect the prepayment in a revised final Rental Payment. Such reschedule shall be accomplished on a no-fee basis for the first prepayment of principal. However the second and subsequent prepayments of principal shall incur a reschedule fee of \$500.00 payable to Lessor at

the time of such prepayment of principal and the corresponding Rental Payment reschedule by Lessor.

Section 10.3. Release of Lessor's Interest. Upon exercise of the purchase option with respect to any Equipment Group by Lessee, Lessor shall convey or release to Lessee, all of its right, title and/or interest in and to the Equipment Group by delivering to Lessee such documents as Lessee reasonably deems necessary for this purpose.

ARTICLE XI: ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING

Section 11.1. Assignment by Lessor. All of Lessor's right, title and/or interest in and to any Equipment Schedule, Equipment Group, the Rental Payments and other amounts due with respect thereto, and the right to exercise all rights under this Lease relating to such Equipment Schedule and Group may be assigned and reassigned in whole to one or more assignees or subassignees by Lessor at any time, without the consent of Lessee. No such assignment shall be effective as against Lessee unless and until the assignor shall have filed with Lessee a copy or written notice thereof identifying the assignee. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments.

Section 11.2. Assignment and Subleasing by Lessee. Neither this Lease nor Lessee's interest in an Equipment Group may be sold, assigned, transferred, pledged or mortgaged by Lessee without the written consent of Lessor. However, Equipment Group may be subleased by Lessee to a State agency or other political subdivision of the State for the performance of essential government services by such agency or subdivision without the consent of Lessor, provided that: (a) this Lease and the obligation of Lessee to make Rental Payments hereunder shall remain obligations of Lessee, and (b) the sublessee assumes the obligations of Lessee under the Lease with respect to the Equipment Group subleased to the extent of the interest subleased. Lessee shall immediately furnish to Lessor a true and complete copy of such sublease. No sublease shall cause the Interest component of the Rental Payments due with respect to the Equipment Group to become includible in gross income of the recipient for federal income tax purposes.

ARTICLE XII: EVENTS OF DEFAULT AND REMEDIES

Section 12.1. Events of Default Defined. The following shall be "events of default" under this Lease and the terms "events of default" and "default" shall mean, whenever they are used in this Lease, any one or more of the following events:

(a) Except as provided in Section 4.2, failure by Lessee to pay any Rental Payment or other payment required to be paid under this Lease with respect to any Equipment Group at the time specified herein and the continuation of said failure for a period of thirty (30) days.

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed with respect to any Equipment Group, other than as referred to in Clause (a) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.

(c) The determination by Lessor that any representation or warranty made by Lessee in Section 2.1 was untrue in any material respect upon execution of this Lease.

(d) The filing by Lessee of a voluntary petition in bankruptcy, or failure by Lessee promptly to lift any execution, garnishment or attachment of such consequence as would impair the ability of Lessee to carry on its governmental function or adjudication of Lessee as a bankrupt, or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee in any proceedings instituted under the provisions of the United States Bankruptcy Code, as amended, or under any similar acts which may hereafter be enacted.

The provisions of this Section 12.1 and Section 12.2 are subject to the following limitation: if by reason of force majeure Lessee is unable in whole or in part to carry out its obligations under this Lease, other than its obligation to pay Rental Payments which shall be paid when due notwithstanding the provisions of this paragraph, Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other labor disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or the State or their respective departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee and not resulting from its negligence. Lessee agrees, however, to remedy with all reasonable dispatch the cause or causes preventing Lessee from carrying out its obligations under this Lease; provided that the settlement of strikes, lockouts and other labor disturbances shall be entirely within the discretion of Lessee and Lessee shall not be required to make settlement of strikes, lockouts and other labor disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of Lessee unfavorable to Lessee.

Section 12.2. Remedies on Default. Whenever any event of default referred to in Section 12.1 hereof shall have happened and be continuing, Lessor shall have the right, at its option and without any further demand or notice, to take one or any combination of the following remedial steps:

(a) With or without terminating this Lease, declare all Rental Payments with respect to each Equipment Group to which such event of default relates due or to become due during the Fiscal Year in effect when the default occurs to be immediately due and payable by Lessee, whereupon such Rental Payments shall be immediately due and payable.

(b) With or without terminating this Lease, repossess any Equipment Group to which such event of default relates by giving Lessee written notice to deliver such Equipment Group to Lessor, whereupon Lessee shall return such Equipment Group to Lessor in accordance with Section 12.3, at Lessee's expense; or in the event Lessee fails to do so within ten (10) days after receipt of such notice, Lessor, at its option, may enter upon the premises where the Equipment Group is located and take immediate possession of and remove the same without liability to Lessor or its agents for such entry or for damage to property or otherwise. Notwithstanding the fact that Lessor has taken possession of any Equipment Group, Lessee shall continue to be responsible for the Rental Payments due with respect thereto during the Fiscal Year then in effect. If this Lease has not been terminated, Lessor shall return the Equipment Group to Lessee at Lessee's expense when the event of default is cured.

(c) If Lessor terminates this Lease and takes possession of any Equipment Group, within sixty (60) days thereafter use its best efforts to sell such Equipment Group or any portion thereof in a commercially reasonable manner at public or private sale in accordance with applicable State laws. Lessor shall apply the proceeds of such sale to pay the following items in the following order: (i) all costs incurred in securing possession of the Equipment Group; (ii) all expenses incurred in completing the sale; (iii) the applicable Purchase Option Price of the Equipment Group; and (iv) the balance of any Rental Payments owed by Lessee during the Fiscal Year then in effect with respect thereto. Any sale proceeds remaining after the requirements of Clauses (i), (ii), (iii) and (iv) have been met shall be paid to Lessee.

(d) Exercise any other right, remedy or privilege which may be available to it under applicable law or in equity.

Section 12.3. Return of Equipment Group. Upon the expiration or termination of this Lease with respect to any Equipment Group prior to the payment of all Rental Payments due with respect thereto, Lessee shall return such Equipment Group to Lessor in the condition, repair, appearance and working order required in Section 7.2, in the following manner as may be specified by Lessor: (a) by delivering the Equipment Group at Lessee's cost and expense to such place within the State as Lessor shall specify; or (b) by loading such portions of the Equipment Group as are considered movable at Lessee's cost and expense, on board such carrier as Lessor shall specify and shipping the same, freight prepaid, to the place within the State specified by Lessor. If Lessee refuses to return the Equipment Group in the manner designated, Lessor may repossess the Equipment Group and charge to Lessee the costs of such repossession or pursue any remedy described in Section 12.2.

Section 12.4. No Remedy Exclusive. No remedy conferred upon or reserved to Lessor by this Article is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient by Lessor or its assignee.

Section 12.5. Agreement to Pay Attorneys' Fees and Expenses. In the event either party to this Lease should default under any of the provisions hereof and the nondefaulting party should employ attorneys and/or incur other expenses for the collection of moneys or for the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will be responsible for all reasonable costs and expenses, including attorneys' fees, as determined by court order or mutual agreement.

Section 12.6. Late Charge. Whenever any event of default referred to in Section 12.1, Clause (a) hereof shall have happened and be continuing with respect to any Equipment Group, Lessor shall have the right, at its option and without any further demand or notice, to require a late payment charge for each thirty (30) day period or part thereof during which such event of default occurs equal to four percent (4%) of the delinquent amount, and Lessee shall be obligated to pay the same immediately upon receipt of Lessor's written invoice therefor; provided, however, that this Section 12.6 shall not be applicable if or to the extent that the application thereof would affect the validity of this Lease.

ARTICLE XIII: ADMINISTRATIVE PROVISIONS

Section 13.1. Notices. All notices, certificates, legal opinions or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or deposited in the United States mail in registered form with postage fully prepaid to the addresses specified on the execution page hereof; provided that Lessor and Lessee, by notice given hereunder, may designate different addresses to which subsequent notices, certificates, legal opinions or other communications will be sent.

Section 13.2. Financial Information. During the Term of this Lease, Lessee annually will provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing Fiscal Year and such other financial information relating to the ability of Lessee to continue this Lease as may be requested by Lessor or its assignee.

Section 13.3. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.4. Severability. In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.5. Amendments, Changes and Modifications. This Lease may be amended or any of its terms modified only by written document duly authorized, executed and delivered by Lessor and Lessee.

Section 13.6. Captions. The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions, Articles, Sections or Clauses of this Lease.

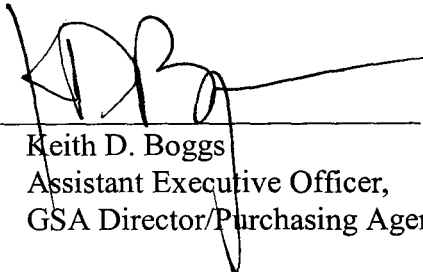
Section 13.7. Further Assurances and Corrective Instruments. Lessor and Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of any Equipment Group hereby leased or intended so to be, or for otherwise carrying out the expressed intention of this Lease.

Section 13.8. Execution in Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.9. Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State.

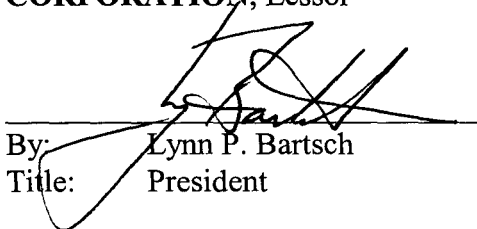
IN WITNESS WHEREOF, Lessor has caused this Lease to be executed in its corporate name by its duly authorized officer; and Lessee has caused this Lease to be executed in its name by its duly authorized officer, as of the date first above written.

COUNTY OF STANISLAUS, Lessee


By: Keith D. Boggs
Title: Assistant Executive Officer,
GSA Director/Purchasing Agent

Address:
1010 10th Street Suite 5400
Modesto, CA 95354

GENESEE FINANCE & LEASING CORPORATION, Lessor


By: Lynn P. Bartsch
Title: President

Address:
1095 Garrison Street
Lakewood, CO 80215