

Knighon Business Solutions, L.L.C.
 9120 Nieman Road
 Overland Park, KS 66214
 (913) 385-9755

This Equipment Lease contains significant financial obligations. Please read the front and back of this document carefully before you sign. We use the words "you" and "your" to mean you, the Lessee. We have used the words "we", "us" and "our" to refer to Knighon Business Solutions, L.L.C., a Kansas limited liability company. The word Agreement refers to this Lease Agreement.
 DATED: _____ Lease # _____

EQUIPMENT LEASE



LESSEE (Complete Legal Name): County of Jackson	
Billing Address: 415 East 12 th	City: Kansas City State: MO Zip: 64106
Contact: Cassandra Cheek	Phone No. 816-881-3265 Federal Tax ID # Date: 1/20/2014
Installment Address:	

EQUIPMENT:	General Description:			
Canon IRA C9280 Pro, 2/3 Hole Punch, Staple Finisher, Document Insertion Unit, Paper Deck				
INITIAL TERM: 36 months	FREQUENCY:	SECURITY DEPOSIT:	ADVANCE:	BASE MONTHLY PAYMENT: \$1,041.86

1. **LEASE AGREEMENT.** We agree to lease to you, and you agree to lease from us the equipment listed above and on any attached schedule (the "Equipment"). You promise and agree to pay us the sum of all the monthly lease payments, which sum can be calculated by multiplying the number of months times the amount of the payments indicated above plus any other mutually agreed upon charges. This lease is a Finance Lease under Article 2A of the Kansas Uniform Commercial Code, is a binding contract consisting of all terms on the front and reverse hereof and cannot be terminated or canceled except as expressly provided herein. You acknowledge that you have read and understood the Lease and received a completed copy of the Lease. You further acknowledge that the Equipment is leased solely for business purposes. Prior to the execution to this Lease, you acknowledge receipt of a writing advising you of the identity of the person supplying the equipment, that you are entitled under Article 2A of the Kansas Uniform Commercial Code to all promises and warranties provided to us by the person supplying or manufacturing the equipment, and that you may communicate with that supplier or manufacturer and receive an accurate and complete statement of those promises and warranties.

2. **PAYMENT AMOUNTS.** All lease payments shall be made at our address set forth above.

3. **SECURITY DEPOSIT.** As security for the prompt and full performance and payment of the amounts due under this Lease, you have deposited with us the amount set forth above entitled "Security Deposit". If you default in the performance of any of your obligations under this Lease, we shall have the right, but shall not be obligated to apply the security deposit to the curing of such default. Within 15 days after we mail notice to you that we have applied any portion of the security deposit to the curing of any default, you agree to restore the security deposit to the full amount set forth above. On the expiration or earlier termination or cancellation of this Lease, or any extension or renewal hereof, provided you have paid all the rent called for and fully performed all other provisions of the Lease, we will return to you any then remaining balance of said security deposit, without interest. You agree that the security deposit may be commingled with our other funds.

Lessee's Name: County of Jackson	Lessor's Name: Knighon Business Solutions, L.L.C.
X 	X 
Lessee's Signature	Lessor's Signature
Q. Troy Thomas, Director of Finance and Purchasing	Member
Signor's Printed Name and Title: Date 2/20/2014	Signor's Printed Name and Title: MARY SPINO Date 2/21/14

INSURANCE INFORMATION	
Insurance Carrier:	Agent:
Broker Name and Address:	
Broker Phone:	Broker Fax:


PERSONAL GUARANTY

In consideration of the Lessor leasing to the Lessee certain equipment and other good and valuable consideration, the undersigned personally and unconditionally guarantees payment and performance of, and agrees to be subject to all the terms and conditions of this Lease until all obligations under the Lease are fulfilled. In the event of default, the undersigned will immediately pay in accordance with the default provisions of this Lease all sums due under the original terms of this Lease. The undersigned waives notice of any amendment of extension of Lease. This guaranty shall be valid and enforceable without initiating or exhausting any remedy or against Lessee or the equipment.

X NOT APPLICABLE		X NOT APPLICABLE	
Guarantor's Signature	Guarantor's Signature:	Printed Name:	Date:
Printed Name:	Date:	Printed Name:	Date:
Home Street Address/City/State/Zip		Home Street Address/City/State/Zip	
Social Security Number	Phone Number	Social Security Number	Phone Number

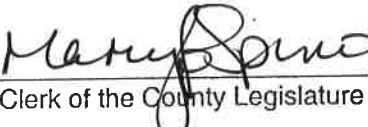
EQUIPMENT ACCEPTANCE AND PURCHASE AUTHORIZATION

Lessee acknowledges and agrees that Lessee has received the Equipment (as defined above) in good condition and repair. The Equipment has been delivered and is satisfactory in all respects for all of the Lessee's intended uses and purposes. The Equipment has not been delivered, installed or accepted on a trial basis. Lessee hereby accepts the Equipment unconditionally and irrevocably. Lessee hereby authorizes and requests Lessor to pay the manufacturer or supplier for the Equipment.

X 	Date: 2/20/14
Authorized Signature of Lessee: Q. Troy Thomas, Director of Finance and Purchasing	
(For Lessor's Use Only) Verification of Acceptance and Authorization to Purchase	
Given By:	To: Date:

APPROVED AS TO FORM

 County Counselor

ATTEST:

 Clerk of the County Legislature

FILED
 FEB 21 2014
 MARY JO SPINO
 COUNTY CLERK

4. [INTENTIONALLY OMITTED.]

5. [INTENTIONALLY OMITTED.]

6. **ASSIGNMENT BY YOU PROHIBITED.** Without our prior written consent, you may not assign, pledge or otherwise transfer this Agreement, or sublease or dispose of the Equipment or any interest therein.

7. **COMMENCEMENT AND EXPIRATION.** This Agreement begins when we accept it. We shall have no obligation to you under this Agreement if the Equipment, for whatever reason, is not delivered to you within 90 days after you sign this Agreement. Unless earlier terminated or canceled by us, or as otherwise provided herein, this Agreement shall expire upon the expiration of the number of months (following your acceptance of the Equipment) set forth in the section entitled "Initial Term" on the front page of this Agreement.

8. **LIMITED PREARRANGED AMENDMENTS; SPECIFIC POWER OF ATTORNEY.** In the event it is necessary to amend the terms of this Agreement to reflect a change in one or more of the following conditions: (a) our actual cost of procuring the Equipment, or (b) our actual cost of providing the Equipment to you, or (c) A change in rental payments as a result of (a) or (b) above, or (d) a more accurate description of the Equipment; you agree that any such amendment shall be described in a letter from us to you, and unless within 15 days after the date of such letter you object in writing to us, this Agreement shall be deemed amended and such amendments shall be incorporated in this Agreement herein as if originally set forth. You hereby grant to us a specific power of attorney for us to use as follows: (1) we may sign and file on your behalf any document we deem necessary to perfect or protect our interest in the Equipment or pursuant to the Uniform Commercial Code; and (2) we may sign, endorse or negotiate for our benefit any instrument representing proceeds from any policy of insurance covering the Equipment.

9. **LOCATION; USE.** You agree to keep the Equipment at the location specified above. You shall use the Equipment in a careful manner, comply with all laws relating to its possession or use and shall not make any alterations or additions to the Equipment without our prior written consent.

10. **OWNERSHIP; PERSONALTY.** The Equipment is, and shall remain, our property. You shall have no right, title, or interest in the Equipment except as expressly set forth elsewhere in this Agreement. The Equipment shall remain personal property even if it becomes attached to real property.

11. **EXPIRATION; RETURN OF EQUIPMENT.** Upon the expiration, or earlier termination or cancellation of this Lease, or if you default, you agree to return the equipment, at our expense, in good repair, ordinary wear and tear resulting from proper use excepted. In the event you fail to make the Equipment available for return to us as directed, we are entitled to charge, and you shall be obligated to pay, rent to us at the same rate provided herein, as a month-to-month lease, until 30 days after we receive the Equipment.

12. [INTENTIONALLY OMITTED.]

13. **INSURANCE; LIENS.** You shall be responsible for loss, damage, and/or destruction of the Equipment, except loss caused by theft or vandalism, for so long as the Equipment is located on your premises. For any such loss that is your responsibility under this paragraph, you agree to repair, at your cost, the lost or damaged Equipment, or pay us the replacement cost of the lost or damaged Equipment. You may, at your option, choose to cover this risk of loss by the purchase of insurance. You shall keep the Equipment free and clear of all levies, liens, and encumbrances.

14. [INTENTIONALLY OMITTED.]

15. [INTENTIONALLY OMITTED.]

16. [INTENTIONALLY OMITTED.]

17. **TIME OF ESSENCE.** Time is of the essence of this Agreement.

18. **DEFAULT.** You shall be in default if you: (a) fail to make any payment due under the term of this Agreement for a period of 10 days from the due date thereof; or (b) fail to observe, keep, or perform any provision of this Agreement, and such failure continues for a period of 10 days; or (c) make or have made any misleading or false statement in connection with application for or performance of this Agreement; or (d) the Equipment or any part thereof shall be subject to any lien, levy, seizure, assignment, transfer, bulk transfer, encumbrance, application, attachment, execution, sublease, or sale without our prior written consent, or if you abandon the Equipment or permit any other entity or person to use the Equipment without our prior written consent; or (e) die (if you are an individual) or cease to exist (if you are an entity); or (f) you default on any other agreement that you have entered into with us; or (g) Any guarantor of this Agreement defaults on any obligation to us or any of the above listed events of default occur with respect to any guarantor or any such guarantor files or has filed against it a petition under the bankruptcy laws.

19. **REMEDIES.** If you do not pay any sum by its due date or you breach any other term of this Lease or any other agreement with us, then you will be in default of this Lease. We may require that you pay 1) all past due amounts under this Lease and 2) all future amounts owed for the unexpired term, discounted at the rate of 6% per annum, plus 3) the amount of our booked residual value for the Equipment. Upon a default we may also choose to repossess the Equipment. If we do repossess the equipment and sell it, we agree to give you credit for the net proceeds of sale up to the amount of our booked residual value. We can also use any and all remedies available to us under the UCC or any other law. You agree to pay all the costs and expenses, including attorney's fees, we incur in any dispute related to this Lease or the Equipment. You also agree to pay interest on all past due amounts from the due date until paid at the rate of one and one-half percent (1.5%) per month or the highest lawful rate whichever is less.

20. **NON-APPROPRIATION.** If you terminate this Lease because of non-appropriation of funds, you shall not expend any funds for the purchase, lease or use of equipment similar to the Equipment until the date on which the term of this Lease would have ended absent the non-appropriation of funds.

21. **ENTIRE AGREEMENT; NO ORAL MODIFICATIONS; NO WAIVER.** The Agreement between the parties shall consist of the following documents: (1) Jackson County Invitation to Bid 58-13; (2) Lessor's response to Bid 58-13; and (3) this Lease Agreement. In the event of a conflict between the provisions of any of these documents, the provision of the document listed first in the order above shall prevail.

22. **SEVERABILITY.** No provision of this Agreement that may be deemed unenforceable shall in any way invalidate any other provision hereof.

23. **DISHONORED ITEM FEE.** Lessee will pay a fee to Lessor of \$50.00, or its then published charge, if Lessee makes a payment on Lessee's lease and the check or pre-authorized charge with which Lessee pays is later dishonored.