



Lease Agreement

APPLICATION NO.
1359165

CONTRACT NO.

Send Account Inquiries to: 1310 Madrid Street, Suite 101 • Marshall, MN 56258 • Phone: (800) 328-5371 • Fax: (800) 328-9092
Send Payments to: P.O. Box 790448 • St. Louis, MO 63179-0448

The words **you** and **your** refer to the customer. The words **Lessor, we, us** and **our** refer to **U.S. Bancorp Business Equipment Finance Group**. Every attempt has been made to eliminate confusing language and create a simple, easy-to-read document.

CUSTOMER INFORMATION

FULL LEGAL NAME Warren County School District			STREET ADDRESS 185 Hospital Dr	
CITY Warren	STATE PA	ZIP 16365	PHONE 814-723-6903	FAX
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
CITY	STATE	ZIP	E-MAIL	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)				

SUPPLIER INFORMATION

NAME OF SUPPLIER James B Schwab Co Inc			STREET ADDRESS 223 W Main St	
CITY Falconer	STATE NY	ZIP 14733	PHONE 716-665-3217	FAX

QTY.	ITEM DESCRIPTION	MODEL NO.	SERIAL NO.

LEASE TERMS	LEASE PAYMENT AMOUNT	SECURITY DEPOSIT
Term in Months 36 (mos.)	36 Payments of \$ 6302.74 (Plus Applicable Taxes) Lease Payment Period is Monthly Unless Otherwise Indicated.	\$ 0 (Plus Applicable Taxes)

END OF LEASE OPTIONS: You will have the following options at the end of the original term, provided the Lease has not terminated early and no event of default under the Lease has occurred and is continuing. 1. Purchase the Equipment for the Fair Market Value. 2. Renew the Lease per paragraph 1. 3. Return Equipment as provided in Paragraph 5.

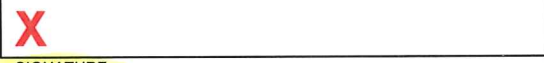
THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT, THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

LESSOR ACCEPTANCE

U.S. Bancorp Business Equipment Finance Group			
DATED	LESSOR	SIGNATURE	TITLE

CUSTOMER ACCEPTANCE

By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Lessor and its affiliates and agents. This Express Consent applies to each such telephone number that you provide to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.

Warren Co School District			
DATED	CUSTOMER	SIGNATURE	TITLE
76-62830-7			
FEDERAL TAX I.D. #		PRINT NAME	

CONTINUING GUARANTY

As additional inducement for us to enter into the Agreement, the undersigned ("you") unconditionally, jointly and severally, personally guarantees that the customer will make all payments and meet all obligations required under this Agreement and any supplements fully and promptly. You agree that we may make other arrangements including compromise or settlement with the customer and you waive all defenses and notice of those changes and will remain responsible for the payment and obligations of this Agreement. We do not have to notify you if the customer is in default. If the customer defaults, you will immediately pay in accordance with the default provision of the Agreement all sums due under the terms of the Agreement and will perform all the obligations of the Agreement. If it is necessary for us to proceed legally to enforce this guaranty, you expressly consent to the jurisdiction of the court set out in paragraph 14 and agree to pay all costs, including attorneys fees incurred in enforcement of this guaranty. It is not necessary for us to proceed first against customer before enforcing this guaranty. By signing this guaranty, you authorize us to obtain credit bureau reports for credit and collection purposes.

			
PRINT NAME OF GUARANTOR		SIGNATURE	DATED

ACCEPTANCE OF DELIVERY

You certify that all the Equipment listed above has been furnished, that delivery and installation has been fully completed and satisfactory. Further, all conditions and terms of this Agreement have been reviewed and acknowledged. Upon your signing below, your promises herein will be irrevocable and unconditional in all respects. You understand and agree that we have purchased the Equipment from the supplier, and you may contact the above supplier for your warranty rights, which we transfer to you for the term of the agreement. Your approval as indicated below of our purchase of the Equipment from the supplier is a condition precedent to the effectiveness of this Agreement.

Warren Co School District			
DATE OF DELIVERY	CUSTOMER	SIGNATURE	TITLE

ADDENDUM TO LEASE AGREEMENT #1359165
BETWEEN U.S. Bancorp Business Equipment Finance Group, AS OWNER and
Warren County School District, as CUSTOMER

This addendum is hereby incorporated into and made to said Lease Agreement between Customer and Owner (attached as 'Exhibit A' hereto). Customer and Owner agree that the above-mentioned Lease Agreement shall be clarified as follows and all other terms and conditions will remain in full force and effect.

Because the Executive Summary sheet from the July 26, 2010 Warren County School District School Board meeting incorrectly lists the 60 month price quote for a 36 month lease term, this addendum hereby clarifies and correctly states that the terms and payments set forth in the executed Lease Agreement and customer issued purchase orders are the terms that were approved by the School Board. The July 26, 2010 School Board approval of the U.S. Bank lease agreement and the price quote from James B Schwab Co. Inc. is hereby clarified to be for a 36 month term at the 36 month term price quotes as signed for by the Board President on July 26, 2010.

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Owner to make changes. In all other respects, the terms and conditions of the Agreement remain in full force and effect.

U.S. Bancorp Business Equipment Finance Group
(Owner)

By: _____

Title: _____

Date: _____

Warren County School District
(Customer)

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

****Signors must be same as on Agreement*****