LEASE AGREEMENT

This Lease has been written in "Plain English." When we use the words **Lessee**, **You** and **Your** in this Lease, we mean the Lessee indicated below. When we use the words **Lessor, We, Us,** and **Our** in this Lease, We mean **EverBank Commercial Finance, Inc.** Our address is **10 Waterview Boulevard, Parsippany, New Jersey 07054.** We are offering you this agreement under a co-branding program with Eclipse Office Technology, LLC.

LESSEE INFORMATION	Lessee Name City of San Pablo		Lease Number
	Lessee Billing Address 13831 San Pablo Ave. San Pablo CA 94806		Lessee Phone Number 510-215-3046
	Equipment Location (if different from above) 13880 & 13831 San Pablo Ave. San Pablo CA 94806 Police Department/City Building		Federal Tax ID Number
SUPPLIER INFORMATION	Supplier Name ("SUPPLIER") and Billing Address Eclipse Office Technology 2150 Rheem Dr. Pleasanton CA 94566		Supplier Phone Number 925-201-1912
EQUIPMENT DESCRIPTION	**Make/Model/Accessories**	**Quantity**	**Serial Number(s)**
	See Attached Schedule A		
PURCHASE OPTION	Check one applicable box. **If no box is checked or if more than one box is checked, the Fair Market Value Purchase Option will apply.** ☑ Fair Market Value ☐ $1.00 Purchase Option ☐ Fixed Price Purchase Option - 10% of Total Cash Price		

TERM AND PAYMENT	Initial Lease Term (months): 60	Lease Payment: $2,969.00	Advance Lease Payment (Non Refundable): 0.00	PLUS APPLICABLE TAX

TERMS AND CONDITIONS

1. LEASE. You agree to lease the Equipment from Us on the terms and conditions of this lease agreement ("Lease.") The Equipment will be deemed irrevocably accepted by You upon the earlier of a) the delivery to Us of a signed Delivery and Acceptance Certificate or b) **10** days after delivery of the Equipment to You if previously You have not given written notice to Us of Your non-acceptance. The Lease commences on the day the Equipment is delivered to You (the "**Commencement Date**") and the first Lease payment shall be due on the Commencement Date or any other date that we designate, and the remaining Lease payments will be due on the same day of each subsequent month at an address specified by Us in writing. If more than one Lease payment is required in advance, the additional amount will be applied at the end of the initial or any renewal term. IF THIS LEASE IS REPLACING AN EXISTING LEASE, THE NEW PAYMENT MAY INCLUDE THE BALANCE OF THAT LEASE AND RESULT IN A GREATER AGGREGATE COST TO YOU. YOUR LEASE OBLIGATIONS ARE ABSOLUTE, UNCONDITIONAL AND NOT SUBJECT TO CANCELLATION, REDUCTION, SETOFF OR COUNTER CLAIM, EVEN IF THE EQUIPMENT DOES NOT WORK PROPERLY. You authorize us to adjust the Lease Payment up or down by not more than **15%** if the total amount we have paid in connection with the purchase, delivery and installation of the Equipment, including any trade-up and buyout amounts (collectively, the "**Total Cash Price**") differs from the estimated Total Cash Price originally assumed for documentation purposes.

2. NO WARRANTIES. You are leasing the Equipment "AS-IS" AND WE MAKE NO WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTCULAR PURPOSE.

3. EQUIPMENT USE AND MAINTENANCE, RESTOCKING FEE. You will keep the Equipment at the location stated above and maintain it in good working condition, eligible for manufacturer's certification, normal wear and tear excepted. You will pay for any repairs. It is solely Your duty to remove all sensitive or confidential data stored within the Equipment prior to returning it. You will pay all shipping expenses for the return of the Equipment to Us, to a location in the United States that We designate. We may charge You a restocking fee equal to two (2) lease payments. You agree that You will not take the Equipment out of service and have a third party pay or provide funds to pay the amounts due on this Lease.

4. ASSIGNMENT. You agree not to sell, assign or sublease either the Equipment or any right under this Lease without Our prior written consent. We may sell or assign the Lease without notice and the new owner will not be subject to any claims, defenses or setoffs that You may have.

5. TAXES AND FEES. You will pay all excise, sales and use, personal property and all other taxes and charges which may be imposed during the term of this Lease, arising from the use, acquisition, ownership or leasing of the Equipment, whether due before or after termination of the Lease. You will reimburse Us for all administrative costs associated with the preparation, filing, payment, and other costs necessary to properly administer taxes associated with the Equipment. Where required by law, We will file the personal property tax returns with respect to the Equipment, and You shall pay Us in advance, and when We require, the taxes that We anticipate will be due during the year. You further agree to pay Us a documentation fee to cover Our expenses in processing this Agreement. If applicable, You agree to pay a supply delivery charge if billed, on a per machine basis, plus applicable taxes.

6. INSURANCE. You will maintain at Your expense (a) property insurance against the loss, theft or destruction of, or damage to, the Equipment for its full replacement value, naming Us as loss payee, and (b) public liability and third party property insurance, naming Us as an additional insured, and give Us written proof of Your insurance. We reserve the right to reject Your insurance carrier. IF YOU DO NOT GIVE US EVIDENCE OF INSURANCE ACCEPTABLE TO US, WE HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO OBTAIN INSURANCE COVERING OUR INTERESTS FOR THE TERM OF THIS LEASE, INCLUDING ANY RENEWAL OR EXTENSIONS. WE MAY ADD THE COSTS OF ACQUIRING AND MAINTAINING SUCH INSURANCE, AND OUR FEES FOR OUR SERVICES IN PLACING AND MAINTAINING SUCH INSURANCE (COLLECTIVELY, "**INSURANCE CHARGE**"), ON WHICH WE MAY EARN A PROFIT, TO THE AMOUNTS DUE FROM YOU UNDER THIS LEASE. Such insurance may duplicate coverage provided under Your existing policy. You will pay the Insurance Charge in equal installments allocated to the remaining Lease Payments. You acknowledge that We are not required to secure or maintain any insurance, and We will not be liable to You if We terminate any insurance coverage that We arrange.

7. PURCHASE OPTION; AUTOMATIC RENEWAL. If no default exists under this Lease, You will have the option at the end of the initial or any renewal term to purchase all (but not less than all) of the Equipment at the Purchase Option price shown above, plus any applicable taxes. Unless the Purchase Option price is **$1.00**, You must give Us at least **90** days written notice before the end of the initial lease term that You will purchase the Equipment or that You will return the Equipment to Us. If You do not give Us such written notice or if You do not purchase or deliver the Equipment in accordance with the terms and conditions of this Lease, this Lease will automatically renew on a monthly basis until You exercise a purchase option or deliver the Equipment to Us.

8. DEFAULT AND REMEDIES. You shall be in default under this Lease if (a) You fail to make any Lease payment or other payment within 10 days of its due date, (b) You do not perform any of Your other obligations under this Lease and this failure continues for 10 days, (c) You become insolvent. If a default occurs, We may do one or more of the following: (a) terminate the Lease, (b) require that You immediately pay to Us the balance of unpaid Lease payments plus the present value of the Equipment's anticipated residual value discounted at 3 % per annum plus any other amounts due under this Lease, (c) demand that You return the Equipment to Us, and (d) exercise any other legal right or remedy that We may have. If any Lease Payment is not paid to Us within **3** days of its due date, You will owe Us a late charge not to exceed the greater of **10%** of each late payment or **$20.00** (or such lesser amount as is the maximum allowable under applicable law.) **You will pay all of Our costs and reasonable attorney's fees of enforcing Our rights against You .**

9. OWNERSHIP; UCC. Unless you have a $1.00 purchase option, We are the owner of the Equipment and the Lease is a "finance lease" as defined in Article 2A of the UCC; however, in the event it is deemed to be a lease intended for security, You hereby grant to Us a first priority security interest in the Equipment.

10. INDEMNIFICATION. You are responsible for any losses, damages, penalties, claims, suits and actions, including attorneys' fees caused by or related to (a) the installation, ownership, use, rental, or possession of the Equipment or (b) any data You store within the Equipment.

11. TRANSITION BILLING. In order to facilitate an orderly transaction, including installation and training and to provide a uniform billing cycle, the "**Effective Date**" of this Agreement will be the date after the installation, as shown on the first invoice. You agree to pay a prorated amount for the period between the installation date and the Effective Date. This payment for the transition period will be based on the Lease Payment prorated on a 30-day calendar month and will be added to your first invoice.

12. MISCELLANEOUS. This is the entire agreement between the parties and supersedes all prior agreements, whether oral or written, concerning the subject matter hereof. THE EQUIPMENT WILL BE USED **ONLY FOR BUSINESS PURPOSES**. YOU CONFIRM THAT YOU DECIDED TO ENTER INTO THIS LEASE RATHER THAN PURCHASE THE EQUIPMENT. YOU AUTHORIZE US TO CORRECT OBVIOUS ERRORS OR SUPPLY MISSING INFORMATION IN THIS LEASE WITHOUT NOTICE TO YOU. **YOU AGREE THAT THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY. YOU CONSENT TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN NEW JERSEY. IF A SIGNED COPY OF THIS AGREEMENT IS DELIVERED TO US, IT WILL BE BINDING ON YOU; HOWEVER, WE WILL NOT BE BOUND BY THIS AGREEMENT UNTIL WE ACCEPT IT BY MANUALLY SIGNING IT OR BY PURCHASING THE EQUIPMENT SUBJECT TO THE AGREEMENT, WHICHEVER OCCURS FIRST. YOU AND WE EXPRESSLY WAIVE ANY RIGHTS TO A TRIAL BY JURY.**

EVERBANK COMMERCIAL FINANCE, INC.	City of San Pablo
Lessor	**Lessee**
X_____	X_____
Authorized Signature Date	Authorized Signature Date
_____	_____
Print Name and Title	Print Name and Title

ACCEPTANCE OF DELIVERY

You certify that all the Equipment listed above has been furnished to You, and that delivery and installation has been fully completed and satisfactory and therefore you accept the Equipment. Further, all terms and conditions of the Lease have been reviewed and agreed to by You. Upon Your signing below, Your promises herein will be irrevocable and unconditional. We have purchased the Equipment from the above Supplier, whom You may contact for Your warranty rights, which We transfer to You for the term of the Agreement. We are not the manufacturer, supplier or dealer of the Equipment.

X

Authorized Signature	Date
Print Name and Title	