



This lease is written in plain language because we want you to fully understand its terms. Please read your copy of this lease carefully and feel free to ask us any questions you may have about it. We use the words you and your to mean the lessee indicated below. The words we, us, and our refer to the lessor indicated below. The words the Supplier as used throughout refers to Mitel Business Systems, Inc., a third party which will transfer ownership of the equipment to us upon your execution of this lease and acceptance and delivery of the equipment. Therefore, your agreement concerning the lease of the equipment is with us and is set forth in this Agreement. You fully understand and agree that you have or will have entered into a separate agreement titled TotalSolution Program Service Agreement (hereafter called the "TSP Service Agreement") with the Supplier.

1. AGREEMENT: You agree to lease from us and we agree to lease to you the equipment and/or software listed on all Schedule 1's, and that all equipment will be used for business purposes only. You promise to pay us the sum of the rental payments indicated on Schedule 1 attached. You may request, periodically, that additional equipment be added to an existing location, which equipment will be listed on a Supplement to Lease Agreement which when executed by you and us, will be attached to the specific Schedule 1 of this agreement and made a part hereof for all purposes. Payments for equipment added by Supplement to Lease Agreement will be computed to terminate the same time as the applicable Schedule 1. You may also request that additional equipment and/or software be added at separate locations, the equipment and/or software will be described on a separate Schedule 1, which when executed by you and us, and the appropriate deposit paid, will be attached to this agreement and made a part hereof for all purposes. You promise to pay us the sum of all rental payments listed on all Schedule 1's and Supplements to Lease Agreements.

2. ORDERING EQUIPMENT: If you have entered into a purchase contract for the equipment, you agree to waive your rights of ownership by execution and acceptance of this Agreement and any Schedule 1 or Supplements to Lease Agreement.

3. NO WARRANTIES: We are leasing the equipment to you "AS IS." WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR ORDINARY USE IN CONNECTION WITH THIS LEASE. If the Supplier or anyone else has made a representation or warranty to you as to the equipment or any other matter, you agree that any such representation or warranty shall not be binding on us, nor shall the breach of such relieve you of, or in any way affect, any of your obligations to us under this lease. If the equipment is not satisfactory for any reason, you shall make your claim only against the Supplier and you shall nevertheless pay us all rent payable under this lease. So long as you are not in default under any of the terms of this lease, we transfer to you any warranties inherent with ownership made to us by the Supplier, or the manufacturer, or supplier. You understand and agree that only an authorized officer of Mitel Leasing, Inc. is authorized to waive or change any term or condition of this lease and no change is valid until and unless it is reduced to writing and signed by both parties. YOU AGREE THAT, REGARDLESS OF CAUSE, YOU WILL NOT ASSERT ANY CLAIM WHATSOEVER AGAINST US AND WE SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR LOSS, DAMAGE OR EXPENSE, DIRECTLY OR INDIRECTLY ARISING FROM YOUR USE OF OR INABILITY TO USE THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR BUSINESS, EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER EQUIPMENT; OR FOR REMOVAL OF EXISTING EQUIPMENT; FROM ROUTING AND PROGRAMMING ERRORS; AND UNAUTHORIZED TRESPASS OF PROGRAMMING, SOFTWARE AND/OR EQUIPMENT, MODEM LINES AND LONG DISTANCE CARRIER SERVICES, NOR SHALL WE BE RESPONSIBLE FOR THE PROCUREMENT OF, OR PAYMENT FOR ANY LICENSING REQUIREMENTS AS A RESULT OF THE USE OF COPYRIGHTED MUSIC WITH THE EQUIPMENT. You acknowledge that we shall not be responsible for any service, repairs, warranty or maintenance of the equipment. We are not a party to the TSP Service Agreement or any other agreements between you and the Supplier, and even if you have a dispute regarding any warranty, maintenance or service provided by the Supplier, you will continue to pay us all payments due under this lease and all schedules to this lease.

4. NON-CANCELLABLE LEASE: Except as provided by the Upgrade Capability contained in the TSP Service Agreement, this lease cannot be cancelled.

5. TERM: The lease term will start on the date that any equipment is delivered to you or your agent as specified on Schedule 1's ("the Commencement Date") and will continue until you have met all of your obligations under the lease. Advance rentals are not refundable if the lease does not begin for any reason. The payments of rent are payable periodically in advance as stated on any schedule to this lease. The first payment is due on the Commencement Date as set forth on all Schedule 1's. You will be notified in writing if we change the date of your first payment. Thereafter, consecutive periodic payments will be due on the same day of each period indicated on this Agreement. All payments will be made to us at our address on this lease, or at another address, which we would designate in writing. Your obligation to pay rentals to us is unconditional and is not subject to any reduction, set-off, defense, or counterclaim for any reason whatsoever. You authorize us to insert serial numbers and other identification data about the equipment, as well as other omitted factual matters. If we accepted a security deposit from you, it will be held by us to secure your faithful performance of this lease, and it will be returned or applied as stated in Paragraph 14. You shall pay us a one-time administrative fee (not to exceed \$90.00) to reimburse us for our start-up administrative costs.

6. ASSIGNMENT: You may not sell, transfer, assign or sublease the equipment or this lease. We may, without notifying you, sell, assign or transfer this lease and ownership of the equipment, and you agree that if we do so, the new lessor will have the same rights and benefits that we now have, and the new lessor will not have to perform any of our obligations. You agree that the rights of the new lessor will not be subject to any claims, defenses or set-offs that you may have against us. However, any such assignment, sale, or transfer of this lease or the equipment will not relieve us of our obligations to you under this lease.

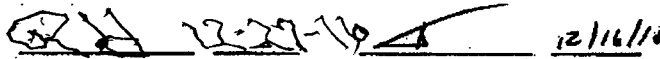
7. OWNERSHIP AND QUIET ENJOYMENT: We are the owner of and have title to the equipment. If any other person attempts to claim ownership of the equipment by asserting that claim against you or through you due to acts or omissions by you, you agree, at your expense, to protect and defend our title to the equipment. Further, you agree that you will at all times keep the equipment from any legal process or lien whatsoever, and you shall give us immediate notice of any lien whatsoever, or if any legal process or lien is asserted or made against the equipment. So long as you are not in default under any of the terms in this lease, we agree that you shall quietly use and enjoy the equipment.

8. CARE, USE AND LOCATION; LOSS OF EQUIPMENT: We are not responsible for installing and keeping the equipment in good working order and repair. The Supplier has provided for this in the TSP Service Agreement. You are responsible for protecting the equipment from damage, except for ordinary wear and tear and from any other kind of loss while you have the equipment or while it is being delivered to you. Even if the equipment is damaged or lost, you agree to continue to pay rent. You will keep and use the equipment only at your addresses shown on all Schedule 1's, and you will only use it for business purposes and in compliance with all applicable laws. You will not make any alterations or additions to the equipment without our prior written consent (which we will not unreasonably withhold), nor will you permanently attach the equipment to your real estate. You agree that you will not remove the equipment from those addresses unless you get our written permission in advance.

9. TAXES AND FEES: You agree to pay when due all taxes relating to this lease. You also agree that we have the right each year to estimate the yearly personal property taxes that will be due for the equipment and that you will pay us the estimated taxes when we request payment. If we pay any of those taxes, you agree to reimburse us on demand. You also agree that we have the right to sign your name to any document for the purpose of filing property tax statements, so long as the filing does not interfere with your right to use the equipment.

10. INDEMNITY: We are not responsible for any injuries or losses to you or any other person caused by your use of the equipment. You agree to reimburse us for and to defend us against any claims for such losses or injuries. This indemnity shall continue even after the term of this lease has expired.

11. INSURANCE: You agree to make all payments when due under this lease regardless of the cause of physical damage loss to the equipment. You agree to maintain, at your expense, a general public liability insurance policy, covering both personal injury and property damage, from anyone who is acceptable to us and to provide us, on request, with certificates or other evidence of insurance acceptable to us. If any insurance proceeds are paid as a result of any such loss or damage to the equipment, you agree that such insurance proceeds shall be paid to us to the extent of your rental obligations under this lease.


CUSTOMER INITIALS DATE LEASING INITIALS DATE

The terms of the Johnson County Contract Terms Addendum - Mitel Lease 2016 applicable to Lease No. 130357, are incorporated herein for all purposes.

**Total Solution Program
Lease Agreement (continued)**

12. DEFAULT AND REMEDIES: If you do not pay rent when due or if you break any of your promises under this lease, or you become insolvent, assign your assets for the benefit of your creditors, or enter (voluntarily or involuntarily) a bankruptcy proceeding, you will be in default. If your default is caused by your failure to make any payment when due, we can, after ten (10) days written notice, enter your premises and deactivate all or a portion of the equipment, or require that you return the equipment to us and pay to us the remaining balance of all of the rental payments due under this lease at present value, using a six (6%) percent per year discount rate. If you fail to return the equipment to us, in addition we can also require that you pay to us our residual interest in the equipment. You also agree to pay us interest on all sums due us from the date of default until paid at the rate of one and one-half (1 1/2%) percent per month, but only to the extent permitted by law. If your default is caused by your breaking any of your other promises under this lease, we shall be entitled to recover from you all damages caused by that type of default. We can also use any of the remedies available to us under the Uniform Commercial Code or any other law. If we refer this lease to an attorney for enforcement or collection, you agree to pay the greater of (1) our reasonable attorney's fees or (2) at least twenty (20%) percent of the remaining balance of all the rental payments, and actual costs. If we have to take possession of the equipment, you agree to pay the cost of repossession, storing, shipping, repairing and selling the equipment, which sum is agreed to be five (5%) percent of the original cash price by us of the equipment. Although you agree that we are not obligated to do so, if we decide to sell the equipment, and we are able to sell the equipment for a price that exceeds the sum of (a) our cost of repossession described above, (b) the residual value of the equipment, present value as calculated above, and (c) any remaining debt owed by you to us, then we shall give you a credit for the amount of such excess. You agree that we do not have to notify you that we are selling the equipment.

13. OTHER RIGHTS: You agree that any delay or failure to enforce our rights under this lease does not prevent us from enforcing any rights at a later time. Both parties intend this lease to be a valid and legal document, and agree that if any part is determined to be unenforceable, all other parts will remain in full force and effect. If this document is not found to be a lease, then you grant us a security interest in the equipment, and you acknowledge and agree to all other terms herein as applicable to the security interest. You also give us the right to immediately file, at your expense, any Uniform Commercial Code ("UCC") financing statements or related filings, as well as the right to sign your name to any such filings that we make.

14. REDELIVERY OF EQUIPMENT: In the event you do not decide to renew this lease, as provided for in the TSP Service Agreement, or purchase the equipment according to the terms of any Purchase Option Letter that we have issued to you, then when this lease expires, or is earlier terminated, you shall allow us or our designated agent, upon three (3) days' notice, the right and ability, during normal business hours, to disconnect and remove the equipment. If upon expiration or termination, you do not immediately return the equipment to us, the equipment will continue to be held and leased by you on a month to month basis at the same rental rate in this lease. Upon expiration of your lease, and provided you have fulfilled all of your obligations to us under this lease, we will either refund your security deposit without interest to you or at your direction apply it towards the purchase of the equipment.

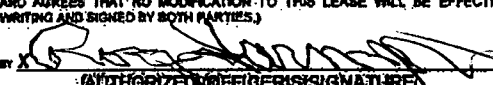
15. LATE CHARGES: If, prior to our notice of default, any part of a payment is not made by you within thirty (30) days of its stated due date, you agree to pay us a late charge of ten (10%) percent of each late payment, but only to the extent permitted by law. You agree to pay us the late charge not later than one month following the date that the original payment was due.

16. ENTIRE AGREEMENT; CHANGES: This Lease contains the entire agreement between you and us and it may not be altered, amended, modified, terminated or otherwise changed except in writing and signed both by you and us. You agree and understand that you are only leasing the equipment as specified on all Schedule Ts and Supplement to Lease Agreements.

17. MISCELLANEOUS: In the event you fail to comply with any part of this lease, we can, but we do not have to, take any action necessary to effect your compliance upon ten (10) days prior written notice to you. If we are required to pay any amount to obtain your compliance, the amount we pay, plus all of our expenses in causing your compliance, shall become additional rent and shall be paid by you at the time of the next due rental payment. If any notices are required under this lease, they shall be sufficient if given personally, by telefacsimile (fax) or mailed to the address set forth in this lease by certified or registered mail, postage prepaid. This lease is for the benefit of and is binding upon you and your personal representatives, successors and assigns. THIS LEASE SHALL BE BINDING WHEN ACCEPTED IN WRITING BY US AND THE RIGHTS AND OBLIGATIONS OF YOU AND US SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS. YOU AGREE THAT THE COURTS OF THE STATE OF TEXAS FOR HARRIS COUNTY OR ANY FEDERAL DISTRICT COURT HAVING JURISDICTION IN THAT COUNTY SHALL HAVE JURISDICTION AND SHALL BE THE PROPER LOCATION OR VENUE FOR THE DETERMINATION OF ALL DISPUTES ARISING UNDER THIS LEASE. You agree and consent that we may serve you by registered or certified mail, which shall be sufficient to obtain jurisdiction. Nothing stated in this lease is intended to prevent us from commencing any action in any court having proper jurisdiction. You waive trial by jury in any action between us.

18. UCC-ARTICLE 2A PROVISIONS: You agree that this is a "Finance Lease" under Article 2A of the Uniform Commercial Code, that is, you acknowledge nonexclusively that: (a) we did not select the equipment, we purchased it for lease to you; and (b) you have been given the name of the Entity which supplied the equipment you are leasing from us. We hereby notify you that you have rights, under the agreements that you have with the Supplier.

CUSTOMER ACKNOWLEDGES, UNDERSTANDS AND AGREES TO ALL OF THE TERMS AND CONDITIONS ON BOTH THIS PAGE AND THE FIRST PAGE OF THIS LEASE.

<p>Lease recipient (FULL LEGAL NAME) Johnson County, Texas</p> <hr/> <p>1 North Main Street, Room 209 <small>BILLING ADDRESS</small></p> <p>Cleburne TX 76033 <small>CITY COUNTY STATE ZIP</small></p> <p>PHONE NO. (817) 656-6366</p> <p><small>(THE UNDERSIGNED AGREES THAT THE EQUIPMENT SHALL BE USED FOR BUSINESS PURPOSES AND AGREES THAT NO MODIFICATION TO THIS LEASE WILL BE EFFECTIVE UNLESS MADE IN WRITING AND SIGNED BY BOTH PARTIES.)</small></p> <p>BY:  <small>AUTHORIZED OFFICER'S SIGNATURE</small></p> <p>Print Name: <u>Roger Harmon</u></p> <p>JUDGES <u>County Judge</u> DATE: <u>12/27/14</u></p> <p>Email: <u>Countyjudge@johnsoncountytx.org</u></p>	<p align="center">ACH AUTHORIZATION</p> <p>THE UNDERSIGNED AGREES TO ALLOW LESSOR TO PROCESS MONTHLY PAYMENTS DUE UNDER THIS AGREEMENT VIA AUTOMATED CLEARING HOUSE (ACH)</p> <p>ABA / Routing and Transit # _____</p> <p>Checking Account # _____</p> <p>BY: _____ <small>AUTHORIZED OFFICER'S SIGNATURE</small></p> <p>Print Name: _____</p> <p>TITLE: _____ DATE: _____</p> <p>ACCEPTED: <u>MITEL LEASING</u> 10803 W. Sam Houston Pkwy North, Ste 400 Houston, TX 77064</p> <p>BY: _____</p> <p>TITLE: _____ DATE: _____</p>
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PERSONAL GUARANTY
I guarantee that I will make all payments and pay all the other charges required under this lease when they are due and will perform all other obligations under the lease fully and promptly. I also agree that you may make other arrangements with the lease recipient and I will not be responsible for those payments and other obligations. You do not have to notify me if the lessee fails to meet all of its obligations under the lease. If the lessee fails to meet all of its obligations, you may immediately pay in accordance with the default provisions of the lease at any time due under the original terms of the lease and will perform all other obligations under the lease. I will reimburse you for all the expenses you incur in enforcing any of your rights against the lease recipient or me, including attorney fees. If this is a corporate guaranty, it is authorized by the Board of Directors of the guaranteeing corporation. If this is a personal guaranty, it is authorized under the partner's consent. THIS GUARANTY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS. I AGREE AND CONSENT THAT THE COURT OF THE STATE OF TEXAS, HARRIS COUNTY OR ANY FEDERAL DISTRICT COURT HAVING JURISDICTION IN THAT COUNTY SHALL HAVE JURISDICTION AND SHALL BE PROPER LOCATION FOR THE DETERMINATION OF DISPUTES ARISING UNDER THIS LEASE. I agree and consent that you may serve me by registered or certified mail, which will be sufficient to obtain jurisdiction. I waive trial by jury in any action between us.

N/A

X	X	X
PERSONAL GUARANTOR SIGNATURE	PRINT NAME	SOCIAL SECURITY NUMBER DATED
X	X	X
PERSONAL GUARANTOR SIGNATURE	PRINT NAME	SOCIAL SECURITY NUMBER DATED

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Supplement to TotalSolution® Program for Software Assurance

Dear Customer: We've written this Supplement to the TotalSolution Program (Supplement) in simple and easy to read language because we want you to understand its terms. Please read your agreement carefully and feel free to ask us any questions you may have about it. We use words you and your to mean the Customer. The words we, us and our refer to the Lessor indicated below.

Software Assurance and Support (SWAS) coverage provides you with software Update Releases (which may include bug fixes, patches and/or minor feature enhancements) and software Upgrade Releases (which includes major feature enhancements, and may contain bug fixes and patches) for the applicable product or products during the term without additional upgrade fees or charges for that software. Software Assurance does not include the labor and services to implement software Upgrade Releases for the covered product or products, nor does it cover the costs for any additional hardware or hardware upgrade should it be required for the software installation.

Supplement Number _____
Supplementing Lease Number 130357
Branch Dallas

Mitel Texas DIR contract# DIR-TSO-2685

Customer Name Johnson County, Texas		Address 1 North Main Street, Room 209	
City Cleburne	State TX	Zip 76033	
Lessor Name Mitel Leasing, Inc.		Address 10603 W Sam Houston Parkway N Suite 400	
City Houston	State Texas	Zip 77064	Phone (713) 844-0800

1. Lease Agreement. We agree to lease to you and you agree to lease from us the Software Assurance provisions listed below.

Description of Software Assurance provisions

Quantity	Description of SWA	Monthly Price	Total Monthly
1.00	Software Assurance for Licenses	507.45	507.45

2. Additional Monthly payment: \$ 507.45

3. Terms and conditions. You agree that all of the terms and conditions contained in the Lease referred to above will apply to this Supplement, except as stated in paragraph 4 below.

4. Term and Rent. The term of this Supplement will be the same number of months or the number of months remaining under the original Lease described and numbered above at the time we accept this Supplement. The additional monthly payment for the equipment and/or software leased under this Supplement will be the amount listed in paragraph 2 above which will be added to the payments stated in the Lease. You agree to pay the combined payments on the due dates stated in the Lease for the remaining term of the Lease.

5. Additional Provisions. You agree that this Supplement cannot be cancelled except as provided for in the Lease. You also agree that the software will not be used for personal, family or household purposes. You acknowledge receipt of a copy of this Supplement.

CUSTOMER ACKNOWLEDGES, UNDERSTANDS, AND AGREES TO THE TERMS ON THIS FACING PAGE, AND ANY ATTACHMENTS HERETO.

Johnson County, Texas
CUSTOMER NAME

MITEL LEASING, INC.

1 North Main Street, Room 209
MAILING ADDRESS

**10603 W Sam Houston Parkway N
Suite 400**

Cleburne TX 76033
CITY, STATE, ZIP CODE

Houston, TX 77064
CITY, STATE, ZIP CODE

By: [Signature]
Roger Harmon, County Judge
SIGNATURE

By: [Signature]
TIM KERNAN, DIRECTOR OF SALES
SIGNATURE

12/27/16
DATE

12/16/16
DATE

The terms of the Johnson County Contract Terms Addendum - Mitel Lease 2016 applicable to Lease No. 130357, are incorporated herein for all purposes.

Lessee (Full Legal Name) Johnson County, Texas _____
Lease Number 130357 _____

Mitel Texas DIR contract# DIR-TSO-2685

SCHEDULE 1
EQUIPMENT ITEMIZATION
1 North Main Street, Room 209
Cleburne, TX 76033

Upgrades, Spares part of Quote

Desktop Devices

- 160 5330E IP PHONE
- 13 5304 IP PHONE

Wireless Products

- 2 Mitel 5607 Charger Global(excl EU)
- 2 Mitel 5607 Leather Case
- 2 Mitel 5607 Spare Belt Clip
- 2 Mitel 5607 Security Swivel Clip
- 2 Mitel 5607 Global
- 2 Mitel 5607 Spare Battery Pack

User Licenses

- 175 MiVoice Bus License - Enterprise User

MiCollab, MiCollab Client

- 47 MiCollabNPUM Mailbox CallDir 3300 Userx1
- 2 MiCollab NPUM MiVBus Mailbox Licensesx50

Professional Services

- 1 IMPLEMENTATION (SP)

Approved and Accepted by:



[Handwritten Signature] 12/27/14
Customer

Mitel

Date

The terms of the Johnson County Contract Terms Addendum - Mitel Lease 2016 applicable to Lease No. 130357, are incorporated herein for all purposes.



TotalSolution Program
Schedule 1

Mitel Texas DIR contract# DIR-TSO-2685

This original Schedule is issued and effective as of the date set forth below. All of the terms, conditions, representations and warranties of the Master Lease identified by the Lease Number detailed below, including definitions of terms not otherwise defined in this Schedule, are hereby incorporated herein and made a part of hereof as if they were expressly set forth in this Schedule. This Schedule constitutes a separately enforceable, complete, and independent Lease with respect to the Equipment described herein. By the execution and delivery of this Schedule, the parties affirm all of the terms, conditions, representations and warranties of the Master Lease

INSTALLING COMPANY	
Mitel Business Systems, Inc.	
ADDRESS	
1146 North Alma School Road	
CITY	
Mesa	
STATE	ZIP
AZ	85201
LOCATION OF EQUIPMENT	
1 North Main Street, Room 209	
CITY	
Cleburne	
STATE	ZIP
TX	76033

LEASE NUMBER	ACCOUNT NO.
130357	
RENT COMMENCEMENT DATE: _____	
SCHEDULE OF PAYMENTS	
36 MONTHLY PAYMENTS OF \$	5,818.78
<small>(applicable taxes to be billed)</small>	
EXCEPT AS OTHERWISE INDICATED BELOW:	
<input type="checkbox"/> OTHER	6,326.23 with SWA
PAYABLE AT SIGNING OF THE LEASE (Check one)	
<input type="checkbox"/> FIRST	TOTAL PAYMENTS _____
<input type="checkbox"/> OTHER	_____

LIST OF EQUIPMENT ATTACHED

LESSEE (FULL LEGAL NAME)			
Johnson County, Texas			
BILLING ADDRESS			
1 North Main Street, Room 209			
CITY	COUNTY	STATE	ZIP
Cleburne	Johnson	TX	76033
PHONE	DATED		
(817) 556-6366			
BY X			
	(AUTHORIZED SIGNER)		
PRINT NAME	Roger Harmon TITLE County Judge		
	12/27/16		

DELIVERY AND ACCEPTANCE OF EQUIPMENT	
I AM AUTHORIZED AND HEREBY CERTIFY, ON BEHALF OF THE LESSEE, THAT ALL OF THE EQUIPMENT TO BE LEASED HAS BEEN DELIVERED AND INSTALLED. THE INSTALLATION AND ALL OTHER WORK NECESSARY FOR THE EQUIPMENT'S USE HAS BEEN SATISFACTORILY COMPLETED. THE DELIVERY DATE IS THE DATE THIS ACCEPTANCE IS SIGNED.	
SIGNATURE X	_____
DATE	_____
PRINT NAME	_____
TITLE	_____

ACCEPTED: MITEL LEASING, INC., LESSOR	
10803 W. Sam Houston Pkwy North, Ste 400 Houston, TX 77064	
BY X	_____
TITLE	_____ DATE _____

The terms of the Johnson County Contract Terms Addendum - Mitel Lease 2016 applicable to Lease No. 130357, are incorporated herein for all purposes.

**JOHNSON COUNTY CONTRACT TERMS
ADDENDUM – MITEL LEASE 2016**

This Addendum is a part of the Agreement between **Johnson County, Texas**, a political subdivision of the State of Texas, (hereinafter referred to as "COUNTY"), and **MITEL LEASING, INC. 10603 West Sam Houston Parkway North, Suite 400 Houston, Texas 77064** hereinafter "MITEL LEASING", collectively referred to as the "PARTIES", and is an Addendum to the **TOTAL SOLUTIONS PROGRAM LEASE AGREEMENT (LEASE No. 130357)** for the lease of equipment. Together, the **TOTAL SOLUTIONS PROGRAM LEASE AGREEMENT LEASE No. 130357**, and this Addendum shall constitute the entire and complete Agreement between the Parties.

1. This Agreement will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of the Agreement must be in the state district courts in Johnson County, Texas or the federal district courts in Dallas County, Texas. Any provision stating that County agrees to waive any right to trial by jury is hereby deleted.
2. Limitations for the right to bring an action, regardless of form, shall be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code §16.070, as amended, and any provision to the contrary is hereby deleted.
3. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, any term which provides for such a claim is hereby deleted. Johnson County will, upon request of a party to the contract, certify the funds available to fulfill the terms of this Agreement.
4. The Parties agree that under the Constitution and laws of the State of Texas, Johnson County cannot enter into an agreement whereby Johnson County agrees to indemnify or hold harmless any other party; therefore, all references of any kind to Johnson County indemnifying and holding harmless any individuals or entities for any reason whatsoever are hereby deleted.
5. The Parties agree and understand that County is a political subdivision of the State of Texas, and therefore has certain governmental immunity, sovereign immunity and limitations on liability, and that County's general liability and vehicle insurance coverage is with the Texas Association of Counties Risk Pool and said insurance coverage is limited to the statutory maximum limits of the Texas Tort Claims Act; therefore, any provisions to the contrary are hereby deleted. The Parties agree and understand that County does not waive any of its common law, statutory or constitutional defenses to which it may be entitled.
6. The Parties agree and understand that County will not agree to waive any rights and remedies

available to County under the Uniform Commercial Code ("UCC"); therefore, any provision to the contrary is hereby deleted.

7. The Parties agree and understand that County will not agree to be responsible for any sales tax, use tax, or any other taxes, fees, fines or penalties that may be imposed, levied or assessed by any federal, state or local government or agency which relates to the Agreement, the equipment or its use; therefore, any provision to the contrary is hereby deleted.

8. The Parties agree and understand that County will provide statutory workers compensation for its employees; however, County does not agree to include a waiver of subrogation, and therefore any provisions to the contrary are hereby deleted.

9. Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment by a governmental entity under a contract is overdue on the 31st day after the later of:

- a. the date the governmental entity receives the goods under the contract;
- b. the date the performance of the service under the contract is completed; or
- c. the date the governmental entity receives an invoice for the goods or service.

Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment begins to accrue interest on the date the payment becomes overdue. The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of: (1) one percent; and (2) the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. Interest on an overdue payment stops accruing on the date the governmental entity or vendor mailed or electronically transmits the payment. Therefore, all provisions to the contrary are hereby deleted.

10. No officer, member or employee of County, and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this Agreement which affects his/her personal interest, have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

11. To the extent, if any, that any provision in this Agreement is in conflict with Texas Government Code §552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that Johnson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act.

12. Services provided under the Agreement shall be provided in accordance with all applicable state and federal laws.

13. Under the Constitution and laws of the State of Texas, public property is exempt from forced sales and liens may not attach thereto.

14. It is understood and agreed that Johnson County will not be subject to arbitration; therefore, any paragraph or provision requiring arbitration, is hereby deleted.

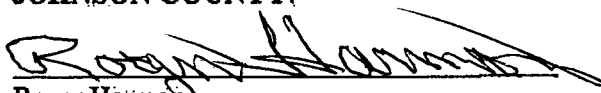
15. Johnson County shall be responsible for the acts or failure to act of its employees, agents or servants, provided; however, its responsibility shall be subject to the terms, provisions and limitations of the Constitution and laws of the State of Texas, particularly the Texas Tort Claims Act.

16. The continuation of this Agreement from year to year is subject to current funds available for the Agreement, the allocation of funds to meet the terms of this Agreement, and subject to the approval of the Johnson County Commissioners Court. However, this Agreement need not be specifically identified in the annual budget or budget process. Utilization of the equipment or services provided by MITEL LEASING pursuant to the terms of this Agreement by County will constitute the County's action and intent to continue this Agreement barring a specific written notice to the contrary. Notwithstanding the foregoing, in no event shall this Agreement continue for a period exceeding 60 months from the date of execution of this Addendum without specific consideration and approval by the commissioners Court of Johnson County, Texas.

17. In the event of any conflict between the terms and provisions of this Addendum and the terms and provisions of those contractual provisions tendered to Johnson County in the Agreement, this Addendum shall control and amend the contractual provisions of the Agreement and any provision to the contrary is hereby deleted.


APPROVED AS TO FORM AND CONTENT:

JOHNSON COUNTY:


Roger Harmon
County Judge

12/27/14
Date

Attest:


County Clerk, Johnson County

12/27/16
Date



MITEL LEASING, INC:



Authorized Representative of
MITEL LEASING, INC

Printed Name: Tim KIERNAN

Title: DIRECTOR OF SALES

12/16/12
Date