AMENDMENT NO. 3

CONTRACT TITLE: Multi-Function Devices and Related Services

CONTRACTOR: Meridian Imaging Solution
5775 General Washing Dr.
Alexandria, VA 22312

SUPPLIER CODE: 1000012109

CONTRACT NO.: 4400003990

By mutual agreement, Contract 4400003990 is amended as follows:

1. To renew the contract for five (5) years, effective July 1, 2017 through June 30, 2022.

2. To incorporate the attached sample Master Equipment Lease Agreement (MELA).

All other terms and conditions remain the same.

ACCEPTANCE:

BY: ___________________________  ___________________________
    (Signature)  (Title)

______________________________  5/25/17
    (Printed)  (Date)

Cathy A. Musa, CPPO
Director/County Purchasing Agent

DISTRIBUTION:
Finance – Accounts Payable/e
DIT – Melanie Quinn/e
DIT – Renu Loombe/e
DIT – David Foehler/e
DIT – Michael Franks/e

Contractor
Contract Specialist – L. Robinson
ACS, Team 1 – J. Waysoma-Tomlin
FCPS/OPS – Michela Pratt/e
FCPS/IT – Joan Walsh/e
ARTICLE I

1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires a different sense:

"Agent" means any agent for the Registered Owners, if any, to which all or a portion of Lessor's right, title and interest in and under a Property Schedule and the property under such Property Schedule may be assigned for the benefit of the Registered Owners of Lease Participation Certificates in such Property Schedule.

"Agreement" means this Master Equipment Lease Agreement, including all exhibits and schedules attached hereto.

"Appraisal Procedure" shall mean the following procedure for obtaining an Appraisal of the Fair Market Value: Lessor shall provide Lessee with an appraisal report based upon the assumptions specified in the definition of Fair Market Value that will be submitted to an appraiser of Lessee's choosing.

"Appraiser" shall mean a person engaged in the business of appraising property who has at least ten (10) years of experience in appraising property similar to the Property.

"Commencement Date" is the date when the term of a Property Schedule begins, unless an obligation to pay rent thereunder commences, which date shall be set forth in the Property Schedule.

"Event of Non-assignment" is defined in Section 6.05.

"Event of Default" is defined in Section 13.01.

"Fair Market Value" or "FMV" shall mean the appraised value of Property Schedule, unless otherwise specified herein, as determined by Lessor and Lessee, or, if Lessor and Lessee are unable to agree as to the Appraisal Procedure, which would be obtained in an arms-length transaction between an informed and willing buyer (under no compulsion to sell) and informed and willing seller (under no compulsion to purchase). In determining the Fair Market Value of the Property, such Fair Market Value shall be based on the assumption that the Property is in the condition and repair required by Section 11.03 hereof.

"Governmental Authority" shall mean a Federal, State, county, municipal or other governmental authority, agency, board or court.

"Lease Participation Certificate" means any certificate entitling a holder thereof to receive a share of Rental Payments payable under a Property Schedule and Purchase Price Payments payable under a Property Schedule, and any other rights set forth herein with respect to the Property under said Property Schedule.

"Lease Term" means, with respect to a Property Schedule, the Original Term and all Renewal Terms. The Lease Term for each Property Schedule shall begin on the Commencement Date, as provided in Section 4.02.

"Lessee" means the entity indicated in the first paragraph hereof, and its permitted successors and assigns.

"Lessor" means the entity identified in the first paragraph hereof, and its successors and assigns.

"Original Term" means, with respect to a Property Schedule, the period from the Commencement Date until the end of the budget year of Lessee in effect at the Commencement Date.

"Property" means, collectively, the property leased pursuant to this Agreement, and with respect to each Property Schedule, the property described in such Property Schedule, and all replacements, repairs, restorations, modifications and improvements thereto or thereto made pursuant to Section 3.01 or Article IX.

"Property Schedule" means a Property Schedule in the form attached hereto for Property Schedule 1. Subsequent Property Schedules pursuant to this Agreement shall be numbered consecutively, beginning with Property Schedule 2.

"Purchase Agreement" shall mean any purchase agreement or other contract entered into between the Supplier and Lessee for the acquisition of the Property to be leased hereunder. For the purposes of this Master Lease Agreement, this contract shall be Fairfax County Contract # 4403003900, unless otherwise agreed to in an individual Property Schedule.
"Purchasing Agent" means the county representative employed by the Board of Supervisors of Fairfax County, Virginia. The Purchasing Agent has the sole responsibility and authority for negotiating, placing, and when necessary modifying every solicitation, contract, and purchase order issued by the County of Fairfax.

"Registered Owner" means the registered owner of Lease Participation Certificates in a Property Schedule as shown on the registration book maintained by the County of Fairfax.

"Renewal Term" means the renewal or extension of the lease term as finally determined in accordance with the lease term for such Property Schedule.

"Rental Payments" means the payment of rent as specified in this Agreement and each Property Schedule, as set forth in each Property Schedule.

"Rental Payment Dates" means the dates on which the Rental Payments are due as specified in the Agreement and the Property Schedule.

"State" means the state in which the lease is situated.

"Supplier" means the manufacturer or contractor of the Property as well as the agents or contractors of the manufacturer or contractor from whom any portion of the Property is being acquired for the lease hereunder and may include the lessor.

ARTICLE II

2.01 Property Schedules Separate Leases. Each Property Schedule executed and delivered under this Agreement shall be treated as a separate lease, distinct from other Property Schedules. Without limiting the foregoing, upon the occurrence of an Event of Default or Event of Non-appropriation with respect to a Property Schedule, Lessor shall have the rights and remedies specified hereinafter with respect to the Property leased and the Rental Payments payable thereunder. Lessor shall have the right to remedies with respect to Property leased or Rental Payments payable under any other Property Schedule, unless an Event of Default or Event of Non-appropriation has also occurred under such other Property Schedules, unless otherwise permitted by applicable law.

ARTICLE III

3.01 Covenants of Lessor. As of the Commencement Date, each Property Schedule executed and delivered hereunder, Lessor shall be deemed to represent, covenant and warrant for the benefit of Lessor, the Agent, and the Registered Owner, as follows:

a) Lessor is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority to enter into this Agreement and the Property Schedule and to perform all of its obligations hereunder.

b) Lessor will do or cause to be done, all acts necessary to preserve all leases in full force and effect its existence as a body corporate and politic. To the extent Lessor shall own or lease any property, any entity under the laws of the State, Lessor agrees that as a condition to such merger it will require that the remaining or resulting entity shall be a corporation and shall assume the leases of the Property.

c) Lessor has been duly authorized to execute and deliver this Agreement and the Property Schedule by proper action by its governing body, or by other appropriate action, as approved, and all requirements or other actions have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and the Property Schedule, and Lessor has complied with such public bidding requirements as may be applicable to this Agreement and the Property Schedule and the leasing by Lessee of the Property. This Purchasing Agent, as defined in the Fairfax County Purchasing Resolution, shall have the authority to enter into such agreement, as authorized and detailed in the Fairfax County Purchasing Resolution.

d) During the Lease Term for the Property Schedule and the Property hereunder will perform and will be used by Lessee only for the purpose of providing essential governmental services and public functions within the permissible scope of Lessee's authority.

e) Lessor shall provide Lessee with current financial statements, budgets and proof of appropriation for the ensuing budget year and other financial information relating to the ability of Lessor to continue this Agreement and the Property Schedule in such form and containing such information as may be requested of the Lessor. Proof of appropriation shall be based on the Fairfax County Purchasing Resolution, Article One, Section 1.02, which states that the County Purchasing Agent may act as purchasing agent for the Northern Virginia Workforce Investment Board (NVWIB). The County Purchasing Agent shall have the authority to approve all contract awards up to $100,000 and the NVWIB shall have the authority to approve all contracts awards that exceed $100,000.

f) The execution, delivery and performance of this Agreement and the Property Schedule and compliance with the provisions hereof and thereof by Lessee shall be deemed to constitute a lease, and to constitute a lease, and to constitute a lease, and to constitute a lease, to the extent that it is binding by applicable law or any rule, regulation, order, or decree of any court, governmental agency or body having jurisdiction over Lessee or any of its activities or properties resulting in the creation or imposition of any lien, charge or security interest or encumbrance of any nature whatsoever upon any property or assets of Lessee or to which it is subject.

ARTICLE IV

4.01 Lease of Property. On the Commencement Date of each Property Schedule executed hereunder, Lessee will be deemed to acquire, lease and let to Lessee, and Lessee will be deemed to lease, to have from Lessor, the Property described in such Property Schedule, in accordance with this Agreement and such Property Schedule, and the Lease Term set forth in such Property Schedule.
4.32 **Lease Term.** The term of each Property Schedule shall commence on the Commencement Date set forth therein and shall terminate upon payment of the final Rental Payment and conclusion of the final Rental Payment period set forth in such Property Schedule, unless terminated sooner pursuant to this Agreement or the Property Schedule.

4.33 **Delivery, Installation and Acceptance of Property.** Lessee shall order the Property, shall cause the Property to be delivered and installed at the locations specified in the applicable Property Schedule and shall pay all taxes, delivery costs and installation costs, if any, in connection therewith. Any taxes, including but not limited to sales and property taxes, associated with the ownership of the Property shall be included within the payment amounts of each Property Schedule. If the tax rates increase during the term of a given Property Schedule, Lessee will be notified of said increase and make the determination if funding has been appropriated. To the extent funds are deposited under an escrow agreement or trust agreement for the acquisition of the Property, such funds shall be disbursed as provided therein. When the Property described in such Property Schedule is delivered, installed and accepted as to Lessee's specifications, Lessee shall immediately accept the Property and evidence such acceptance by executing and delivering to Lessor the Acceptance Certificate substantially in the form attached to the Property Schedule. Lessee has selected and accepts the Property from the Supplier and, if appropriate, has entered into a Purchase Agreement with respect thereto. Lessor may accept an assignment of Lessee of Lessor's rights, but none of Lessee's obligations, under any such Purchase Agreement. The parties acknowledge that Fairfax County is a political subdivision of the Commonwealth of Virginia and is exempt from many tax obligations. In no event shall any Property Schedule or other payments for taxes that are not properly paid by Fairfax County.

**ARTICLE V**

5.31 **Enforcement of Property.** Lessee shall during the Lease Term peaceably and quietly have, hold, and enjoy the Property, notwithstanding any troubles or hindrances from Lessor, except as expressly set forth in this Agreement. No Registered Owner shall interfere with such quiet use and enjoyment during the Lease Term as long as Lessee is not in default under the subject Property Schedule.

5.32 **Location: Inspection.** The Property will be initially located or based at the locations specified in the applicable Property Schedule. Lessee shall have the right at all reasonable times during business hours to enter into and upon the Property and the Property with ten (10) business days' notice to Lessor.

**ARTICLE VI**

6.31 **Rental Payments; to constitute a Current Expense of Lessee.** Lessors and Lessee shall understand and agree that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee, which shall not be considered as a gift of Lessee in execution of any applicable constitutional, statutory or charter limitation or requirement, or in connection with the termination of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the faith and credit or taxing power of Lessee, or approval of the Appropriation of the Rental Payments for a fiscal year, the Rental Payments for said fiscal year, the Rental Payments for said current and any ensuing years shall be a binding obligation of Lessee; provided that such obligation shall not include a pledge of the taxing power of Lessee.

6.32 **Payment of Rental Payments.** Lessee shall promptly pay Rental Payments on each Property Schedule in accordance with the lease dates as described in the applicable Property Schedule, at Lessor's address set forth in the first page of the Leasement, unless Lessor directs Lessee otherwise. All invoices shall contain the contract number and the applicable payment amounts due. The possibility of applicable expenses, the tax and assessment due, the charge for any delinquent Rental Payments under a Property Schedule, in an amount sufficient to cover all additional costs and expenses incurred by Lessee and Lessor from such delinquent Rental Payment. In addition, Lessor shall pay a late charge equal to the lower of the highest amount permitted by applicable law, whichever is lower, on all delinquent Rental Payments that are more than 15 days past due.

6.33 **Rental Payments are Conditional Subject to Section 6.05 and Paragraph 4.8 of the General Conditions and Instructions to Bidders.** The Rental Payments due under the Property Schedules are not subject to Section 6.05 and Paragraph 4.8 of the General Conditions and Instructions to Bidders. The Rental Payments are due and payable in accordance with the terms and conditions of the Property Schedules and shall be paid in accordance with the General Conditions and Instructions to Bidders. The Rental Payments are due and payable in accordance with the terms and conditions of the Property Schedules and shall be paid in accordance with the General Conditions and Instructions to Bidders.

6.34 **Expiration of Lease by Lessee.** The lessee intends to continue all Property Schedules entered into pursuant to this Agreement and to pay the Rental Payments thereunder on all Property Schedules for the term of such Property Schedule. Lessee agrees that any Rental Payments due under the Property Schedules have been budgeted based on the Fairfax County General Fund Revenue. All Section Two, Subsection B which states that the County Purchasing Agent may not act as purchasing agent for the Virginia Workforce Investment Board (WWIB). The County Purchasing Agent shall have the authority to approve all contract awards up to $100,000. The County Purchasing Agent shall have the authority to approve all contract awards up to $100,000. While making this provision shall not limit Lessee's rights or actions against any vendor or person in a like capacity.

6.35 **Non-Appropriation of Funds.** When funds are not appropriated to make Rental Payments required under a Property Schedule, such Property Schedule shall terminate. Lessee shall not be obligated to make Rental Payments under said Property Schedule unless the current fiscal year in which such funds have been appropriated. Upon the occurrence of such non-appropriation (an "Event of Non-appropriation") Lessee shall, no later than the end of the fiscal year for which Rental Payments have been appropriated, deinstall and package the Property under said Property Schedule and make available to Lessor until they may pick up said Property. If Lessee fails to deinstall, package, and make the Property available to Lessor, upon termination of said Property Schedule by reason of an Event of Non-appropriation, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the sum of Rental Payments thereafter coming due that is attributable to the number of days after the termination during which the Lessee fails to make said Equipment available to Lessor and for any other loss suffered by Lessor as a result of Lessee's failure to make said Equipment available to Lessor as required. Lessee shall notify Lessor in writing within fifteen (15) days after the failure of the Lessee to deinstall, package, and make the Property available to Lessor of such failure to deinstall, package, and make the Property available to Lessor. Failure to provide such notice shall not operate to extend the Lease Term or result in any liability to the Lessee.

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ARTICLE VII

7.31 Title to and Location of Property. Title to each item of Property leased hereunder shall remain with the Lessor at all times and Lessee shall have no right, title or interest therein except as expressly set forth in this Lease. Lessor, will take reasonable efforts to protect and defend Lessor's title to the Property and will keep the Property free and clear from any and all claims, liens, encumbrances and legal processes of Lessee's creditors and other persons. All items of Property shall at all times be and remain personal property notwithstanding that any such property may now or hereafter be affixed to realty.

The Property shall be delivered to the location specified in the Schedule with respect thereto and shall not thereafter be moved from such location without the prior written consent of Lessor. Without limitation of the foregoing, Lessee shall not permit the Property or any part thereof to be removed outside the United States. Lessor agrees to affix to each item of Property, in a reasonably prominent place, such indica of Lessor's ownership if requested and supplied by Lessor. Lessee will not alter, damage, cover or remove such ownership identification.

7.32 Tax Benefits. Lessee acknowledges that unless otherwise agreed by Lessor, Lessor intends to claim available tax benefits of ownership with respect to the Property (the "Tax Benefits"). Notwithstanding anything herein to the contrary, if Lessor shall not be entitled to, or shall be subject to recapture of, the Tax Benefits, as a result of any act, omission or misrepresentation of Lessee, Lessor shall pay or cause to be paid any amount or amounts sufficient to reimburse Lessor for such loss, together with any related interest and penalties to the extent permitted by applicable law, based on the highest marginal corporate income tax rate prevailing during the Lease Term, regardless of whether Lessor or any member of the consolidated group of which Lessor is also a member is then subject to any increase in tax as a Lease Term.

7.33 Personal Property. The Property is and will remain personal property and will not be deemed to be a fixture or a part of the real estate on which it may be located, notwithstanding that the Property or any part thereof may be or hereafter become in any manner physically attached to real estate or any building thereon. If requested by Lessor, Lessee will, at Lessor's expense, furnish a waiver of any interest in the Property from any party having an interest in any such real estate or building.

7.34 Financing Security Interest.

a) In the event that this Lease is deemed to constitute a secured transaction as defined under the Uniform Commercial Code, Lessor grants to Lessor a first priority security interest in the Property and any additions (excluding any software, computer software and such items supplied separately from the leased equipment), attachments, upgrades, replacements, repairs, modifications, enhancements thereto and proceeds thereof, including insurance proceeds, secured Lessee's payment of the Rental Payments and all other payment obligations under this Lease and Lessor's performance of all of the terms and conditions of this Lease.

b) If under applicable law any part of the Rental Payments are deemed or determined to be interest charges, interest charges or time-price differential ("Interest"), the parties agree that the Interest Payments shall be deemed to be lease payments of principal and interest, with such financing accruals on principal amounts outstanding monthly to time that the rate of such interest is not intended to exceed the maximum amount of interest permitted by applicable law. If the Interest Payments exceed the maximum amount of interest permitted by applicable law, the Interest Payments will be reduced to the legally permitted maximum amount of interest, and any excessive Interest will be used to reduce the principal amount of Lessor's obligation accordingly.

7.35 Lessee's Waiver. TO THE EXTENT PERMITTED BY LAW, LESSEE WAIVES ANY RIGHTS NOW OR HEREBY CONFERRED BY STATUTE OR OTHERWISE TO ASSERT INCIDENTAL OR CONSEQUENTIAL DAMAGES FROM LESSOR FOR ANY BREACH OF WARRANTY OR FOR ANY OTHER REASON TO RESTRICT OR REDUCE ANY PART OF ANY CLAIMED DAMAGES RESULTING FROM LESSOR'S DEFAULT, IF ANY, UNDER THIS LEASE. PROVIDED, HOWEVER, THAT NO SUCH WAIVER SHALL PRECLUDE LESSEE FROM ASSERTING ANY SUCH CLAIM AGAINST LESSOR IN A SEPARATE ACTION INCLUDING, WITHOUT LIMITATION, ANY CLAIM ARISING AS A RESULT OF LESSOR'S BREACH OF SECTION 5.0 HEREOF.

ARTICLE VIII

8.31 Maintenance of Property. Lessee shall keep and maintain the Property in good condition and working order and in compliance with the manufacturer's specifications, all laws, regulations and ordinances of any and all authorities having jurisdiction, and shall keep the Property free and clear of all liens and claims, other than those created by this Agreement. Lessor shall have no responsibility to maintain and repair the Property. Should Lessee fail to maintain, preserve and keep the Property in good repair and working order and in accordance with the manufacturer's specifications, and if requested by Lessor, Lessee will enter into maintenance contracts for the Property approved by Lessor and at Lessee's own expense.

8.32 Taxes, Licenses, Governmental Charges and Liabilities. Lessee shall keep the Property free of all taxes, liens and encumbrances, except for taxes levied by Lessor under this Agreement. The Lessee's Rental Payments shall include all applicable taxes. To the extent permitted by applicable law, Lessee shall indemnify and hold Lessor harmless from and against (on an after-tax-basis) any and all taxes, fees, withholdings, levies, impost, duties, assessments and charges of any kind and nature arising out of or related to this Agreement imposed upon or against Lessor, any assignee of Lessor, Lessee at any Property or any Governmental Authority with respect to any Property or the manufacturing, ordering, sale, purchase, shipment, delivery, acceptance, possession, ownership, registration, leasing, subleasing, possession, use, operation, removal, return or other disposition thereof or upon the rents, rentals or earnings arising therefrom or upon or with respect to this Agreement, excluding only all Federal State and local taxes on or measured by Lessor's net income (other than income tax resulting from making any alterations, improvements, modifications, additions, upgrades, attachments, replacements or substitutions by Lessee).

8.33 Insurance. At its own expense, Lessee shall maintain

(a) casualty insurance insuring the Property against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount equal to at least the replacement value of the Property,

(b) liability insurance that protects Lessor from liability in all events in an amount reasonably acceptable to Lessor,

(c) workers' compensation insurance covering all employees working on, in, near or about the Property, provided that Lessee may self-insure against all such risks.
All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. Lessee shall furnish to Lessor, on or before the Commencement Date for each Property Schedule, and thereafter, at Lessee's request, certificates evidencing such coverage, or, if Lessee self-insures, a written description of its self-insurance program together with a certification from Lessor's risk manager or insurance agent or consultant to the effect that Lessor's self-insurance program provides adequate coverage against the risks listed above subject to the approval of Lessor.

3.04 Advances. Lessee agrees to keep all Equipment covered by insurance during the lease term. In the event Lessee shall fail to either maintain the insurance required by the Agreement to keep the Property in good repair and working order, Lessor may, but shall be under no obligation to, purchase the required insurance and pay the cost of the premiums thereof or maintain and repair the Property and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the Lease Term if the Property Schedule for which the Property is under and shall be due and payable on the next Rental Payment Date and Lessee covenants and agrees to pay such amounts so advanced by Lessor.

ARTICLE IX

3.01 Damage or Destruction. Lessee shall bear the entire risk of loss (including without limitation, theft, destruction, disappearance of or damage to any and all Property ("Losses"), whether or not insured against during the Lease Term and any extensions thereof until the Property is returned to Lessor in accordance with Section 11.33 thereof. No Losses shall relieve Lessee of the obligation to pay Rental Payments or any other obligation under this Master Agreement and the applicable Property Schedule. If (a) the Property under the Property Schedule is destroyed, in whole or in part, or is damaged by fire or any other casualty, or (b) title to the Property under the Property Schedule is transferred to a person, firm or corporation acting pursuant to governmental authority, Lessor and Lessee will cause the Net Proceeds (as hereinafter defined) to be paid to any claim satisfied through self-insurance, condemnation award or sale under threat of condemnation to be applied to the repair, equipment, replacement, repair, restoration, modification or improvement of the Property. In lieu of replacement, repair, restoration, modification or improvement of the Property, Lessee may elect to pay Lessor, or its assignee, an amount equal to the remaining balance of payments under the Lease plus the Fair Market Value of the Property Acceptance of the Net Proceeds, remaining after such work has been completed shall be paid to Lessee. For purposes of Section 3.03 and this Article IX, the term "Net Proceeds" shall mean the amount remaining from any claim satisfied through self-insurance, condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

ARTICLE X

3.31 Disclaimer of Warranties. LESSOR MAKES NO (AND SHALL NOT BE DEEMED TO HAVE ANY) WARRANTIES, EXPRESS OR IMPLIED, RELATED TO THE EQUIPMENT, INCLUDING THE STATE TITLE, AND LESSOR HAS EXPRESSLY MADE NO WARRANTY AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE ABSENCE OF LATENT OR OTHER DEFECTS OF THE EQUIPMENT AS TO ANY MATTER WHATSOEVER INCLUDIING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OR MATERIAL OF THE PROPERTY OR ITS MERCHANTIBILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. IT BEING UNDERSTOOD THAT THE PROPERTY IS LEASED TO LESSEE "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, whichever is later, AND WITH SUCH RISKS, IF ANY, TO BE BORN BY LESSEE. LESSOR ACKNOWLEDGES THAT IT HAS MADE (OR WILL MAKE) THE SELECTION OF THE SUPPLIES AND IS FURNISHED WITH INFORMATION BASED ON ITS OWN JUDGEMENT AND EXPRESSLY DISCLAIMS ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY LESSOR. LESSOR understands and agrees that (a) neither the Supplier nor any sales representative or other agent of Supplier, (b) an agent of Lessor, or (c) the end user, end user's agent or any other third party, if any, are to be blamed by Lessor. Lessor expressly acknowledges that (a) the Supplier makes, and has made, representations of the warranty or warranties whatever as to the existence or the availability of such warranties of the Supplier of the Property.

3.32 Supplier's Warranties. Lessor's sole remedy for a breach of this warranty, indemnification or representation shall be against the Supplier of the Property as defined in the Agreement, and, against Lessor, nor shall such matter have any effect or whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to collect any Lessee payments hereunder. Lessor expressly acknowledges that Lessor makes, and has made, representations of the warranty or warranties whatever as to the existence or the availability of such warranties of the Supplier of the Property.

3.33 Use and Operation. Lessor shall not use, operate or maintain the Property improperly, carelessly, in violation of any applicable law or in a manner so as to impair or contemplate or under this Agreement or any other agreements to which the Property Schedule is a party. In addition, Lessor agrees to comply in all respects with all laws of the jurisdiction in which its operations are located and with any applicable insurance, executive, administrative or judicial body exercising any power or jurisdiction over the Property. Lessor shall not allow any Lessee in its possession or control to use Property Schedule in a manner so as to impair or contemplate or under this Agreement, any Property Schedule or the Property thereunder.

3.34 Modifications. Subject to the provisions of this Section, Lessor shall have the right, at its own expense, to make alterations, additions, modifications or improvements to the Property. All such alterations, additions, modifications or improvements shall be subject to this Agreement and any other agreements to which the Property Schedule is a party. In addition, Lessor agrees to comply in all respects with all laws of the jurisdiction in which its operations are located. No modifications or improvements shall be of a nature so as to impair or contemplate or under this Agreement, any Property Schedule or the Property thereunder.

ARTICLE XI

11.01 Extension Terms. Extension Terms. So long as no Default or Event of Default shall have occurred and be continuing and Lessee shall have given Lessor at least ninety (90) days but no more than one hundred eighty (180) days prior written notice of (the "Option Notice"), Lessor shall have the following extension options at the expiration of the Lease Term, or any Extension Term, at (i) renew this Lease on a Monthly basis at the same Rental Payments payable at the expiration of the Lease Term, or (ii) return such Property to Lessor pursuant to, and in the condition required by, the Master Agreement. If Lessor fails
to give Lessor the Option Notice, Lessee shall be deemed to have chosen option (i) above. If Lessee fails to disassemble, package, and make the Property available to Lessor at such time agreed upon by Lessor and Lessee, Lessee shall be responsible for the payment of damages in an amount equal to the amount of Rental Payments thereafter coming due that is attributable to the number of days after the agreed upon date of original return during which the Lessee fails to deliver possession.

11.32 Nature of Transaction: True Lease. (a) It is the express intent of the parties that all Property Schedules to this Agreement constitute true leases, and not sales of Property. Title to the Property shall at all times remain in Lessor, and Lessee shall acquire no ownership, title, property, right, equity, or interest in the Property other than its leasehold interest solely as Lessee subject to all the terms and conditions herein. To the extent that Article 2A ("Article 2A") of the Uniform Commercial Code ("UCC") applies to the characterization of a Property Schedule, the parties hereby agree that the Property Schedule is a "Finance Lease" as defined therein. Lessee acknowledges that (i) Lessee has selected the "Supplier" (as defined in the UCC) and has directed Lessor to purchase the Property from the Supplier in connection with this Lease, and (ii) that Lessee has been informed in writing, before Lessee's execution of a Property Schedule, that lessor is entitled under Article 2A to the promises and warranties, including those of any third party, provided to Lessor by the Supplier in connection with or as part of the Purchase Agreement, and that Lessee may communicate with the Supplier and receive an accurate and complete statement of those promises and warranties, including any disclaimers and limitations of the Supplier's rights. The filing of UCC financing statements pursuant to Section 17.34 is precautionary and shall not be deemed to have any effect on the characterization of the Property Schedules. NOTWITHSTANDING THE FOREGOING, LESSEE HAS NOT MADE, AND HEREBY DISCLAIMS ANY ADVICE, REPRESENTATIONS, WARRANTIES AND COVENANTS, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO ANY SUCH WARRANTIES, STATEMENTS OR REPRESENTATIONS MADE BY LESSOR WITH RESPECT THERETO.

(b) Notwithstanding the express intent of Lessee and Lessor that the Property Schedules constitute true leases, the Property Schedules are not "true leases" as defined in Article 2A, for purposes of any personal jurisdiction, the Property Schedules shall be deemed to have been created by and for Lessor and for the expressly limited purposes thereof. Lessor shall be deemed to have hereby granted Lessor a security interest in the Property, subject to all leases, substitutions and replacements thereto and thereunder, and proceeds (cash and non-cash, including without limitation, insurance and indemnification thereof, but without power of sale), to secure the prompt payment and performance of all due and owing obligations and indebtedness of Vendor, new existing or hereafter created, to Lessor pursuant to this Lease or otherwise. In furtherance of the foregoing, Lessee shall execute and deliver to lessor, to be filed at Lessor's expense, Uniform Commercial Code financing statements, statements of assignment, and statements of continuation as reasonably may be required by lessor to perfect and maintain perfected such security interest.

(c) Personal Property Tax. Unless otherwise directed in writing by Lessor, Lessee is required to pay all real property tax attributable to property for property tax purposes. Without receipt by Lessee of any property tax statement, herein referred to as a "property tax bill," Lessee will promptly forward such property tax bill to lessor.

11.33 Return of Property. Upon the expiration (subject to Section 11.11 and except as otherwise provided in a Property Schedule) or earlier termination of this Lease due to an Event of Termination or under the terms of this Lease, Lessee shall remove all items of the Property at Lessee's expense, shall make the Property available to Lessor in good condition, normal wear and tear excepted, together with all attachments and repair the Property to the same condition as when received by Lessee or as otherwise agreed in writing. The Property shall then be returned to Lessor in the condition in which it was furnished, reasonable wear and tear excepted. Lessee hereby agrees that Lessor shall not be liable for any damage or loss of Property thereafter occurring.

ARTICLE XII

12.31 Assignment by Lessee. Title and Interest in, to, and Under each Property Schedule and the Property under such Property Schedule may be assigned and reassigned to a particular assignee or sub-assignee of Lessee and, to the extent of their interest, by any Registered Owner, without the necessity of registering the same in the case of Lessee; provided that (i) any assignment other than an assignment to or by a Registered Owner shall not be effective until registered on the registration books kept by the Agent, Lessee shall retain all such rights of a Registered Owner (other than Registered Owners) and shall make all payments to the assignee or assignees in such respect for the case of Registered Owners, to the Agent. In the event that Lessor's interest in a Property Schedule and the Property Schedule is assigned to the Agent, the Agent shall receive all payments to the Agent, Lessee agrees to execute all documents, including notices of assignment and statements of financing statements that may be reasonably requested by the Agent, in the Agent's or any assignee's interest in this Agreement and the Property Schedules.

12.32 Assignment of Leases. Assignee of the Lessee's rights in one Property Schedule shall have no rights in any other Property Schedule unless such rights have been separately assigned.

12.33 Assignment and Sublease by Lessee. If Lessor, NONE of LESSEE'S RIGHT, TITLE AND INTEREST IN, TO, AND UNDER THIS AGREEMENT AND IN THE PROPERTY MAY BE TRANSFERRED, SUBLEASED OR ENUMBERRD BY LESSEE FOR ANY REASON. WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR, SUCH A TRANSFERMENT OR SUBLEASEMINT OR ENUMBERRD TO ANY THIRD PARTY, SUCH THIRD PARTY'S CREDIT RATING MUST BE DETERMINED THE SAME OR BETTER THAN THE LESSEE'S CREDIT RATING AT THE INCEPTION OF THE LEASE.

ARTICLE XIII

13.31 Events of Default Defined. Any of the following shall constitute an "Event of Default" under a Property Schedule:

a) Failure by Lessee to pay any Rental Payment under the Property Schedule or other payment required to be paid by Lessee at the time specified therein;
b) Failure by Lessee to observe or perform any covenant, condition or agreement on its part to be observed or performed with respect to the Property Schedule, other than as referred to in subparagraph (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied be given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration, provided that, if the failure stated in the notice is not 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 intelligently pursued until the default is corrected.

c) Any statement, representation made by the Parties in or pursuant to the Property Schedule or its execution or delivery or performance proven to be false, incorrect, misleading or misleading in any material respect on the date when made.

d) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable bankruptcy law, or (v) file a voluntary petition in bankruptcy or any similar action or any order of any court, without including the material allegations of a petition filed against Lessee in any bankruptcy, receivership or insolvency proceeding.

e) An order, judgment or decree shall be entered by any court of competent jurisdiction approving any appointment of a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its investigation, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 days.

The foregoing provisions of Section 13.31 are subject to the following limitations: If by reason of force majeure Lessee is unable in whole or in part to perform its obligations under this Agreement and the Property Schedule, other than as referred to in paragraph 13.31 herein, and the Property Schedule, other than as referred to in paragraph VI hereof, Lessee shall not be in default during the continuance of such inability. The term "force majeure" as used herein means the happening of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy in any other circumstances which is Purchasing Agent's opinion beyond the control of the contractor.

13.32 Remedies on Default. Whenever any Event of Default exists with respect to the Property Schedule, Lessor shall have the right, at its sole option, without any further demand or notice, to take one or any combination of the following steps:

(a) Decline the entire amount of unpaid Rental Payments under the applicable Property Schedule for the current fiscal year and for any delinquent payments from a prior year to be immediately due and payable without further notice.

(b) (i) Sell any Property at public or private sale: (ii) Appoint, keep and retain in its name, as a separate entity, any Property under the Property Schedule; (iii) by notice in writing to Lessee, cancel or terminate the Property Schedule without prejudice to any other remedies hereunder; (iv) demand that Lessor and Lessee shall, upon written demand by Lessor and Lessee's execution of a lien and willingness to execute Schedule 13.33 hereof, provide, however, that Lessee shall remain and be liable to Lessor for any amounts provided for hereunder other than damages resulting from the Property not being in the condition required by Section 11.33, and otherwise in accordance with all of the provisions of this Agreement, except those provisions relating to periods of notice; (v) cause the contents of any Property to be removed and disposed of by any means as Lessor shall elect to dispose of the Property in any such Property without liability to Lessor by reason of such entity or taking possession, and without any notice or demand of money, for the cancellation or termination of this Agreement unless Lessor notifies Lessee in writing to the effect.

(c) Lessor shall have the right, at its sole option and at any time, that may appear necessary or desirable to enforce or to protect any rights under the Property Schedule or this Agreement.

13.33 No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every remedy now given under this Lease or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any breach shall prejudice any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time at such times as Lessor shall deem appropriate. In order to entitle Lessor to exercise any remedy reserved to it in this Article, Lessor need not give any notice, demand or other notice, and shall not be required to give any notice as may be required in this Article.

ARTICLE XIV

14.31 Notices. All notices and other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered, recorded or certified mail, return receipt requested and to parties hereat at the addresses immediately after the signatures to this Agreement (or at such other addresses as hereinbefore shall be stated in writing to the other party to this Agreement) to any designated (other than a Registered Owner) at its address as it appears on the registration books maintained by Lessee and to any Registered Owner at its address as it appears on the registration books maintained by Lessor.

14.32 Further Assurances. Each party agrees to execute such other and further documents, including, without limitation, confirmatory financing statements, continuations, amendments, certificates of title, to and (at all such action as may be necessary or appropriate, from time to time, in the reasonable opinion of Lessor, to perfect, confirm, establish, maintain, continue or, complete the interests of Lessor in this Agreement and the Property Schedule, to consummate the transactions contemplated hereby and thereby, and to carry out the purposes and intentions of this Agreement and the Property Schedule.

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

14.04 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
14.05 Waiver of Jury Trial. Lessor and Lessee hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement or the actions of Lessor or Lessee in the negotiation, administration, performance or enforcement hereof. Lessor and Lessee agree that any trial shall be in the form of a bench trial.

14.06 Amendments, Changes and Modification. This Agreement may be amended in writing by Lessor and Lessee to the extent the amendment or modification does not apply to outstanding Property Schedules at the time of such amendment or modification. The consent of the applicable assignee or Agent, if any, shall be required to any amendment or modification before such amendment or modification shall be applicable to any outstanding Property Schedule.

14.07 Execution in Counterparts. This Agreement and the Property Schedules hereunder 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.

14.08 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, unless otherwise agreed to in an individual Property Schedule.

14.09 Captions. The captions or headings in this Agreement are for convenience only and in no way shall be limit or describe the scope or intent of any provisions or sections of this Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

<table>
<thead>
<tr>
<th>Lessor: Meridian Imaging Solutions, Inc.</th>
<th>Lessee: Fairfax County, VA</th>
</tr>
</thead>
<tbody>
<tr>
<td>By:</td>
<td>By:</td>
</tr>
<tr>
<td>Name:</td>
<td>Name:</td>
</tr>
<tr>
<td>Title:</td>
<td>Title:</td>
</tr>
</tbody>
</table>

Attest:

Date:

Title:
Property Schedule No. 1
Master Equipment Lease Agreement

This Property Schedule No. 1 is entered into as of the Commencement Date set forth below, pursuant to the certain Master Equipment Lease Agreement (the "Master Agreement"), dated as of ______________, between MERIDIAN IMAGING SOLUTIONS, INC. and FAIRFAX COUNTY, VA.

1. Interpretation. The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. Reference is made to the Master Agreement for all representations, covenants and warranties made by Lessee in the execution of this Property Schedule, unless specifically set forth herein. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Property Schedule, the provisions of this Property Schedule shall control. All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement.

2. Commencement Date. The Commencement Date for this Property Schedule is 30 days after Equipment is accepted by Lessee.

3. Property Description and Payment Schedule. The Property subject to this Property Schedule is described in Exhibit 1 hereto. The Rental Payment Schedule for this Property Schedule is set forth in Exhibit 1. If the Rental Payment Dates are not defined in the Rental Payment Schedule, they shall be defined as the first day of each Month of the Rental Payment Schedule commencing with the first full month following the Acceptance Date.

4. Lessee's Certificate. The Lessee's Certificate is attached as Exhibit 2.

5. Proceeds. Lessor shall disburse the proceeds of this Property Schedule in accordance with the instructions attached hereto as Exhibit 3.


7. Essential Use. The Essential Use is attached as Exhibit 5.

8. Expiration. Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Agreement (including this Property Schedule and all other documents) are not received by Lessor at its place of business by _____________.

9. Notice. Lessee is entitled under Article 2A of the Uniform Commercial Code to the promises and warranties, including those of any third party, provided to Lessee from the Supplier in connection with or as part of the Purchase Agreement, and that Lessor may communicate with the Supplier and obtain an accurate and complete statement of those promises and warranties, including any disclaimers and limitations of them or the like. The facts of UCC financing statement pursuant to Section 7.05 of the Master Agreement is precautionary and shall not be deemed to have any effect on the characterization of this Property Schedule. NOTWITHSTANDING THE FOREGOING, LESSEE DOES NOT MAKE, AND HEREBY DISCLAIMS ANY ADVICE, REPRESENTATIONS, WARRANTIES AND COVENANTS, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO ANY LEGAL, ECONOMIC, ACCOUNTING, TAX OR OTHER EFFECTS OF THE LEASE AND THE TRANSACTION(S) CONTEMPLATED THEREBY, AND LESSEE HEREBY DISCLAIMS ANY RELIANCE ON ANY SUCH WARRANTIES, STATEMENTS OR REPRESENTATIONS MADE BY LESSOR WITH RESPECT THERETO. SUPPLIER WARRANTIES CAN BE FOUND IN THE APPLICABLE PURCHASE AGREEMENT.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above.

Lessor: Meridian Imaging Solutions, Inc.

By: __________________________

Name: _________________________

Title: __________________________

Lessee: Fairfax County, VA

By: __________________________

Name: _________________________

Title: __________________________

Attest: _________________________

By: __________________________

Name: _________________________

Title: __________________________
**EXHIBIT 1**

**Property Description and Payment Schedule**

Re: Property Schedule No. 1 to Master Equipment Lease Agreement dated __________ between MERIDIAN IMAGING SOLUTIONS, INC. ("Lessor") and FAIRFAX COUNTY, VA ("Lessee").

<table>
<thead>
<tr>
<th>The PROPERTY:</th>
<th>The Property as more fully described in Exhibit A incorporated herein by reference and attached hereto.</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROPERTY LOCATION:</td>
<td></td>
</tr>
<tr>
<td>USE:</td>
<td>This use is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.</td>
</tr>
<tr>
<td>INITIAL COMMENCEMENT DATE:</td>
<td></td>
</tr>
<tr>
<td>LEASE TERM:</td>
<td></td>
</tr>
<tr>
<td>PAYMENT TYPE:</td>
<td></td>
</tr>
<tr>
<td>END OF TERM OPTION:</td>
<td></td>
</tr>
<tr>
<td>RENTAL PAYMENT:</td>
<td></td>
</tr>
<tr>
<td>RENTAL PAYMENT SCHEDULE:</td>
<td></td>
</tr>
</tbody>
</table>

Signed: Fairfax County, VA

By: ____________________________

Date: ____________________________

Title: ____________________________
EXHIBIT 2

Lessees Certificate

Re: Property Schedule No. 1 to Master Equipment Lease Agreement between Maridan Imaging Solutions, Inc. and Fairfax County, VA

The undersigned, being the duly elected, qualified and acting keeper of records for the Fairfax County, VA ("Lessees") do hereby certify, as of ____________, as follows:

1. Lessee did by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule") and the Master Equipment Lease Agreement (the "Master Agreement") by the following named representative or representative of Lessee, to wit:

<table>
<thead>
<tr>
<th>NAME OF EXECUTING OFFICIAL</th>
<th>TITLE OF EXECUTING OFFICIAL</th>
<th>SIGNATURE OF EXECUTING OFFICIAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>And Or</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. The above-named representative(s) of the Lessee held at the time of such authorization and holds at this present time the office set forth above.

3. No event or condition that constitutes, or with the giving of notice or the lapse of time, or both, would constitute, an Event of Default or an Event of Non-Appropriation (as such terms is defined in the Master Equipment Lease Agreement) exists at the date hereof with respect to this Property Schedule or any other Property Schedule under the Equipment Lease Agreement.

4. Lessee has, in accordance with the requirements of law, disbursed and appropriated sufficient funds for the current budget year to make the Rental Payments scheduled to become due during the current budget year under the Property Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

5. As of the date hereof, no litigation, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Equipment Lease Agreement, or the Property Schedule or any other agreements similar to the Master Equipment Lease Agreement; (b) seeking the authority of Lessee to execute the Master Equipment Lease Agreement or the Property Schedule, or the validity of the Master Equipment Lease Agreement or the Property Schedule, or the payment of principal or interest on the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Equipment Lease Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of the Master Equipment Lease Agreement and the Property Schedule.

By: __________________________

Title: _______________________

SIGNER MUST NOT BE THE SAME AS THE EXECUTING OFFICIAL(S) SHOWN ABOVE.
EXHIBIT 3
Payment of Proceeds Instructions

Meridian Imaging Solutions, Inc.
5775 General Washington Drive
Alexandria, VA 22312

Re: Property Schedule No. 1 (the "Property Schedule") to Master Equipment Lease Agreement between
Meridian Imaging Solutions, Inc. ("Lessor") and Fairfax County, VA ("Lessee").

Ladies and Gentlemen:
The undersigned, an Authorized Representative of the Lessee, hereby requests and authorizes Lessor to disburse the net
proceeds of the Property Schedule as follows:

<table>
<thead>
<tr>
<th>Name of Payee:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Payment Method (check one)</th>
</tr>
</thead>
<tbody>
<tr>
<td>By check</td>
</tr>
<tr>
<td>By wire transfer</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>If by check, Payee's address:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
</tr>
<tr>
<td>Address</td>
</tr>
<tr>
<td>City, ST ZIP</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>If by wire transfer, instructions as follows</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pay to Bank Name:</td>
</tr>
<tr>
<td>Bank Address:</td>
</tr>
<tr>
<td>Bank Phone #:</td>
</tr>
<tr>
<td>For Account of:</td>
</tr>
<tr>
<td>Account #:</td>
</tr>
<tr>
<td>ASA #:</td>
</tr>
</tbody>
</table>

Lessee: Fairfax County, VA
By:
Name:
Title:
EXHIBIT 4

Acceptance Certificate

Meridian Imaging Solutions, Inc.
5775 General Washington Drive
Alexandria, VA 22312

Re: Property Schedule No. 1 to Master Equipment Lease Agreement between Meridian Imaging Solutions, Inc. and Fairfax County, VA.

Ladies and Gentlemen:

In accordance with the above-referenced Master Equipment Lease Agreement, the undersigned ("Lessee") hereby certifies and represents to, and agrees with, Meridian Imaging Solutions, Inc. ("Lessor") as follows:

1) The Property, as such terms are defined in the above-referenced Property Schedule, has been made, delivered, installed and accepted on the date indicated below.

2) Lessee has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes.

3) No event or condition that constitutes, or with notice of lapse of time, or both, would constitute, an Event of Default or an Event of Non-appropriation (as such terms are defined in the Master Agreement) exists at the date hereof.

Acceptance Date: 

Lessee: Fairfax County, VA

By: ____________________________

Name: __________________________

Title: ___________________________
**EXHIBIT 6**

**Essential Use**

<table>
<thead>
<tr>
<th>Lessee (Full Legal Name)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal Tax ID</td>
</tr>
<tr>
<td>Street Address</td>
</tr>
<tr>
<td>City, ST ZIP</td>
</tr>
<tr>
<td>Department Using the Equipment</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Customer Contact</th>
<th>Contract Signer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td>Title</td>
</tr>
<tr>
<td>Phone</td>
<td>Phone</td>
</tr>
<tr>
<td>Fax</td>
<td>Fax</td>
</tr>
<tr>
<td>Email</td>
<td>Email</td>
</tr>
</tbody>
</table>

**Invoices to be sent to:**

<table>
<thead>
<tr>
<th>Contact</th>
<th>Department</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address</td>
<td>City, ST ZIP</td>
</tr>
<tr>
<td>Phone</td>
<td>Phone</td>
</tr>
<tr>
<td>Phone</td>
<td>Phone</td>
</tr>
</tbody>
</table>

**Special Instructions**

1. **Equipment Description**

2. **What is the purpose of the proposed equipment acquisition?**

3. **Why is the equipment essential?**

4. **What department is using the equipment?**

5. **Is the new equipment replacement an upgrade or additional to the department?**

6. **If replacement or upgrade, what is the age of the existing equipment?**

7. **If you're upgrading existing equipment, is the existing equipment paid off?** □ Yes □ No

**Source of Funds for proposed payments:**

| □ General Fund |
|               |
|               |

**Fund Balance**

<table>
<thead>
<tr>
<th>Date of Most Recent Audited Financial Statement</th>
</tr>
</thead>
</table>

**□ Other (provide detail)**

<table>
<thead>
<tr>
<th>As of (date):</th>
<th>Fiscal Year End:</th>
</tr>
</thead>
</table>
8. Have funds been appropriated for payments due on the proposed financing during the current budgetary period?

9. Will any loan or grant monies be directly used to make the payments? If so, provide detail.

10. Have you ever defaulted or non-appropriated on a lease or bond obligation?

General Liability Insurance Coverage limits in the amount of $1 million is required. If applicable, automobile liability coverage of $3 million is required.

<table>
<thead>
<tr>
<th>Self-insured?</th>
<th>General Liability Coverage Limits</th>
<th>Is the lessee a member of a managed risk pool?</th>
<th>If yes, provide the name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Yes ☐ No</td>
<td>$</td>
<td>☐ Yes ☐ No</td>
<td></td>
</tr>
</tbody>
</table>

If the lessee has additional commercial insurance coverage please provide limits.

<table>
<thead>
<tr>
<th>Submitted by (Name):</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Request for Certificate of Insurance

TO:

Insurance Company:

Contact Name:

Phone:

Fax:

FROM:

Customer/Lessee Name:

Contact Name:

Phone:

Fax:

(Customer/Lessee) is in the process of financing certain Property from Meridian Imaging Solutions, Inc. In order to facilitate this transaction, please provide a Certificate of Insurance to:

Meridian Imaging Solutions, Inc.
5775 General Washington Drive
Alexandria, VA 22312

(Customer/Lessee) requests that Meridian Imaging Solutions, Inc. listed as: Meridian Imaging Solutions, Inc. and named ADDITIONAL INSURED as to public liability coverage and SOLE LOSS PAYEE as to property coverage. A copy of said certificate should be forwarded to Meridian Imaging Solutions, Inc. as described below.

NOTE: Coverage is to include (1) insurance against all risks of physical loss or damage to the Property (including theft and collision) and property consisting of motor vehicles) and (2) commercial general liability insurance (including blanket contractor liability coverage and products liability coverage) for personal and bodily injury and property damage. In addition, Meridian Imaging Solutions, Inc. is to receive 30 days' prior written notice of cancellation or material change in coverage.

Please fax the completed information to:

Meridian Imaging Solutions, Inc.
Attention: Insurance
Fax number: 703-455-8329
Phone Number: 800-826-8248 ext 1513727

Please contact the person above if you have any questions. Thank you!
SECURED PARTY: Meridian Imaging Solutions, Inc.

DEBTOR:

This financing statement covers all of Lessee's right, title and interest, now owned or hereafter acquired, in and to the following described Equipment, leased to Debtor under Property Schedule No. 1 dated ______, ______ to that certain Master Equipment Lease Agreement dated as of ______, in each case between Debtor, Lessee, and Secured Party, as lessor, together with any and all (1) substitutions, replacements or exchanges thereof, (2) replacement parts, additions, attachments and accessories incorporated therein or affixed thereto, or used in connection therewith, and (3) proceeds thereof (both cash and non-cash), including insurance proceeds, (but without power of sale by Debtor), and also including, without limitation, claims of the Debtor against third parties for loss or damage to, or destruction of, such Equipment.

All equipment described on Exhibit A attached hereto and made a part hereof.

Debtor has no right to dispose of the equipment during the term of this lease.

THIS FINANCING STATEMENT IS FILED SOLELY FOR NOTICE AND PRECAUTIONARY PURPOSES AND THE FILING HEREOF SHALL NOT BE DEEMED EVIDENCE OF ANY INTENTION OF THE PARTIES TO CREATE A SECURITY INTEREST UNDER THE UNIFORM COMMERCIAL CODE OR TO ENTER INTO ANY TRANSACTION OTHER THAN A TRUE LEASE TRANSACTION.