

December 11, 2025

MENDOCINO, COUNTY OF  
501 LOW GAP RD  
UKIAH, CA 95482-3734

Re: Toshiba Business Solutions signature request

Dear Customer

Toshiba Business Solutions (“TABS”, “we”, or “us”) received your request to execute a copy of Lease Agreement no 420-0005146-000 (“Agreement”) prior to signing by your authorized signer. Attached is a copy of the Lease Agreement executed on behalf of TABS. After execution by your authorized signer please return the original Agreement] so that we can begin the set up and validation process.

Upon receipt of the original Agreement, we will verify that the original received is identical to the copy we previously executed. If a discrepancy is found, you will be notified prior to processing.

The original that is retained by us will be the only original and shall constitute chattel paper under the terms and conditions of the Agreement and the Uniform Commercial Code.

We are committed to providing the highest quality of customer service possible, and we wish to express our sincere appreciation for allowing us this opportunity to serve you.

Sincerely,

Karla Ambriz Becerra  
Authorized Signer

Customer Acknowledgement:

The undersigned, on behalf of the Customer, hereby acknowledges and agrees to the above

X	<u></u>	<u>12/16/2025</u>
	Authorized Signer's Signature	Date
	<u>John Haschak</u>	<u>Chair, Mendocino County Board of Supervisors</u>
	Authorized Signer's Printed Name	Title

Wells Fargo Bank, N.A.  
 401 Las Colinas Blvd. W | Bldg. A, 4th Floor | Irving, TX 75039-5400

Name and Address of Customer ("You" and "Your"):  
**MENDOCINO, COUNTY OF**  
**501 LOW GAP RD**  
**UKIAH, CA 95482-3734**

Thank you for doing business with **WELLS FARGO BANK, N.A.** This cover letter is your guide to completing your transaction as quickly as possible.

**Checklist**

All documents listed below are required for this transaction:

- Lease Agreement
- State and Local Government Addendum
- Delivery and Acceptance Certificate (to be signed and returned to us only after the Equipment has been delivered, installed and accepted by you)
- Required Information Form
- MyAccounts Form
- IRS Form 8038-G

The following items are required for your transaction to be completed:

- Signature from an authorized signer and any personal or corporate guarantor – see Signature Guide below for requirements.
- Printed name of the signer
- Title of the signer – see Signature Guide below for requirements
- Federal tax ID of the lessee/borrower – specified on the attached documents
- Return the signed documents as outlined below
- Supplier Invoice
- Tax Exempt Certificate, if applicable

**Please return all pages. Failure to return all pages will cause a delay in processing.**

**Signature Guide**

The documents must be signed by an authorized officer or the owner if the customer is a Sole Proprietorship, with printed Name and Title completed as well.  
**Guaranty, Lease or Loan agreement authorized signer guidelines**

**If the business is a:**

Proprietorship  
 General Partnership  
 Limited Partnership  
 Limited Liability Company (LLC)  
 Trust  
 Corporation or Non-Profit Corporation And deal is <\$500K  
 Corporation or Non-Profit Corporation And deal is >=\$500K

**This person must sign:**

Owner/Proprietor  
 Partner  
 General Partner  
 Member/Officer  
 Trustee  
 Authorized Corporate Officer, Purchasing Manager, Director, Controller, Finance Manager  
 Authorized Corporate Officer

**Return Instructions**

If you received an e-mail from DocuSign to sign documents electronically, once you complete the DocuSign process and click "confirm signing", your signed documents will be returned to us electronically. Please use e-mail to return any checklist items not completed and transmitted via DocuSign. If you did not receive an e-mail from DocuSign to sign documents electronically, please return your signed documents and other checklist items via e-mail. If your documents include a master agreement and/or guaranty documents, or if the total amount financed is greater than \$250,000, then overnight the signed documents to the address below.

**Overnight:**

**WELLS FARGO BANK, N.A.**  
 Contracts Team MAC T9083-043  
 401 Las Colinas Blvd. W  
 Bldg. A, 4th Floor  
 Irving, TX 75039-5400

# Lease Agreement

## Nominal Purchase Option

Wells Fargo Bank, N.A.

401 Las Colinas Blvd. W | Bldg. A, 4th Floor | Irving, TX 75039-5400



Lease Number **420-0005146-000** dated as of **December 11, 2025**

Name and Address of Customer ("You" and "Your"):

**MENDOCINO, COUNTY OF**

**501 LOW GAP RD**

**UKIAH, CA 95482-3734**

Billing Contact Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Name and Address of Supplier ("Supplier"):

**TOSHIBA AMERICA BUSINESS SOLUTIONS INC**

**12677 ALCOSTA BLVD STE100**

**SAN RAMON, CA 94583**

See attached Schedule A.

Equipment Location: 501 LOW GAP RD, UKIAH, CA 95482-3765

### TERM AND PAYMENT INFORMATION

1. Initial Term (Months): 36 ("Term")	4. Interest Rate: 6.96% per annum ("Interest Rate")
2. Payment: \$16,161.00 (plus applicable taxes)	5. Administrative Fee: \$0.00 (will be billed on your first invoice)
3. Payment Period is "Monthly" unless otherwise noted here: Monthly	6. Purchase Option Price: \$1.00

To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (Individuals or businesses) who opens an account. What this means for you: When you open an account or add any additional service, we will ask you for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents.

**1. CERTAIN DEFINITIONS.** "Equipment" means the property described above and all attachments, accessories, replacements, replacement parts, substitutions, additions, upgrades, exchanges and repairs and Software and Software Licenses (as defined herein). "Lessee", "you" and "your" mean the party signing below as Lessee. "Lessor", "we", "us" and "our" mean the party signing below as Lessor. "Supplier" means any manufacturer, supplier, wholesaler, or other vendor of the Equipment, Software, Services and/or MNS (all as defined herein, to the extent applicable). "Stipulated Loss Value" means the sum of: (i) all past due and current Payments; (ii) the present value of (A) all remaining Payments, and (B) the Purchase Option Price, discounted at 2% per annum; and (iii) all other amounts due hereunder.

**2. COMMENCEMENT.** The Term will commence on the date that you satisfy all pre-conditions, as determined by us, or any later date that we designate (the "Commencement Date"). We may require that you verify your acceptance of the Equipment and such information as we may require by telephone or an executed certificate of acceptance or another method acceptable to us. To the extent the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights ("Software"), we do not own and have no right, title or interest in the Software. You are responsible for entering into any license and/or other agreement (each a "Software License") with the Software Supplier no later than the Commencement Date. Such agreements are not a part of this Lease and no breach by a licensor under such agreement shall relieve you of your obligations hereunder. You will maintain each Software License in full force and effect and you will comply throughout the Term with any Software License and any default by you thereunder shall also constitute a default under this Lease. If a Supplier fails to deliver the Equipment, or the Equipment is unsatisfactory, you agree that we are not liable, and you will not make any claim against us.

**3. PAYMENTS.** The Interest Rate has been rounded to two decimal places for ease of reference, but interest on the Equipment cost may be calculated at the Interest Rate with more than two decimal places. The Payments have been precomputed using a 360-day year of twelve 30-day months. For purposes of the amortization of the Equipment cost, each Payment, including any Advance Payment, will be considered received on the date it is required to be paid under the Lease, and any Administrative Fee set forth herein will be considered received on the effective date of this Lease. You agree to remit all Payments in U.S. dollars to the address or account we designate on each Payment Date whether or not you receive an invoice. Unless indicated otherwise above, your first Payment will be due and payable one month after the Commencement Date, and each other Payment will be due and payable on the same day of each succeeding month (or the last day of such month if such day does not exist) (the "Payment Date"). If there are changes in the Equipment, its cost or the calculation of taxes, you authorize us to adjust the Payments by not more than 15% of the original Payment. If any Services or MNS (each as defined herein) are included in this Lease, then after the first 12 months of the Term, and at the end of each 12-month period thereafter, the Payments may be increased by up to 15% of the Payment amount in effect at the end of the prior 12-month period. You waive all rights to direct our application of your payments. We may offset any of your obligations to us from any sums we owe to you. The terms of this Lease may take into account fees we have paid to, or rebates, discounts, subsidies or other compensation or financial benefits we have received from, the Supplier or other third parties.

**4. TAXES.** In states assessing upfront sales and use tax, if you choose to include such tax amount as part of the Lease, your Payment, starting with the first invoice, will be adjusted to reflect such tax as a component of the amount we fund under this Lease. In other states, applicable sales and use tax will be included on your invoice. To the extent any sales or use tax is due on Services or Service Payments (defined below), such sales or use tax is not included in the Payment but shall be set forth on your invoices and paid by you as and when the Payment is paid. If the Payment includes MNS, sales, use, and similar taxes will be charged on the entire bundled Payment amount rather than charged separately on each component of the Payment amount. **If you are exempt from sales and use tax, you shall provide us a valid exemption certificate prior to the Commencement Date.** You agree to pay and indemnify us from all sales, use, rental, property and other taxes, charges and fees relating to the Equipment or this Lease assessed by any governmental entity or taxing authority. Unless otherwise required by applicable law, you agree to file personal property tax returns, and pay any applicable taxes and, upon request, provide us copies of such tax returns and evidence of such payment. The parties intend that you be considered the owner of the Equipment, however, we will not be liable to you if you fail to secure any tax benefits available to the owner of the Equipment. We may notify you (and you agree to follow such notification) regarding any changes in property tax reporting and payment responsibilities.

**5. LATE CHARGES.** For any payment more than 5 days late, you shall pay a late charge of the greater of 5% of the amount due or \$35.00.

**6. OWNERSHIP, SECURITY INTEREST, USE, MAINTENANCE AND REPAIR.** You will have title to and ownership of the Equipment. You grant us a security interest in the Equipment and all proceeds thereof to secure all obligations you owe us under this Lease and any other equipment lease or equipment loan. In the event of a default by you hereunder, title to the Equipment shall revert to us free and clear of any rights or interests of you in the Equipment. In no event shall this Lease be secured by any improved real property, building or mobile home insurable under the National Flood Insurance Program. We may file UCC financing statements, amendments and continuations. With respect to the Equipment, you shall, at your cost: (a) keep it in your exclusive control and possession and not remove it from the Equipment Location without our prior written consent; (b) USE IT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS, AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES; (c) use it in conformity with all insurance and manufacturer requirements; (d) keep it repaired and maintained in good working order and as required by any applicable warranty and/or maintenance contract; (e) furnish and replace all parts as may become worn out or damaged; (f) give us access to inspect it and its maintenance and other records and pay our costs in connection therewith; (g) mark and identify it as we request; (h) not lease or sell any of it; (i) not permit it to attach to real property; (j) keep it free of all security interests, encumbrances and liens, except those in favor of us; and (k) not make any alterations, additions or improvements which detract from its value, useful life, or function. Any alterations, additions or improvements shall be deemed part of the Equipment.

**7. INDEMNITY.** YOU AGREE TO DEFEND AND INDEMNIFY US AGAINST ALL LOSSES, DAMAGES, CLAIMS, LIABILITIES, OBLIGATIONS, SUITS, INJURIES, COSTS AND REASONABLE ATTORNEYS' FEES, INCURRED, CAUSED OR ASSERTED BY ANY PERSON OR ENTITY, IN ANY MANNER RELATING TO THE LEASE OR THE EQUIPMENT.

**8. LOSS OR DAMAGE.** You assume all risks of loss, theft, governmental taking, damage to or destruction of the Equipment. If any item of Equipment is damaged and can be repaired, you shall promptly notify us in writing and, at your cost, within 30 days of such damage, repair the affected item. If any item of Equipment is lost, stolen, taken by any governmental authority or damaged beyond repair, you will promptly notify us in writing and, at our option you will, at your cost, within 30 days after such event, either: (a) replace the affected item with a comparable item acceptable to us, or (b) for each affected item (calculated on the pro rata cost of the affected item(s) as compared to the total cost of all items of Equipment), pay us the Stipulated Loss Value for each such item. Upon our receipt of such Stipulated Loss Value, we will transfer to you our interest in the affected item(s) AS-IS, WHERE-IS, WITHOUT ANY RECOURSE TO OR WARRANTY FROM US, EXPRESS OR IMPLIED. Insurance proceeds will be applied toward repair, replacement or payment owing to us.

**9. INSURANCE.** You agree, at your cost, to: (a) keep the Equipment insured against all risks of physical loss or damage for its full replacement value, naming us as loss payee; (b) maintain commercial general liability insurance, covering personal injury and property damage and naming us as additional insured, and (c) at our request,

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES RECEIPT OF ALL PAGES OF THIS AGREEMENT AND AGREES TO THE TERMS ON THE ATTACHED PAGE(S).

Lessor: **WELLS FARGO BANK, N.A.**

Lessee: **MENDOCINO, COUNTY OF**

By: Marla Ambring Becerra Date: 12/11/25

By: John Haschak Date: 12/16/2025

Print Name and Title: Marla Ambring Becerra Authorized Signer

Print Name and Title: John Haschak, Chair of the Mendocino County Board of Supervisors

94-6000520

Federal Tax ID:

provide us evidence of such insurance. All insurance policies must be issued by carriers acceptable to us, provide us with not less than 15 days' prior written notice of cancellation, non-renewal or amendment, and provide deductible amounts and terms acceptable to us.

**10. NET LEASE; UNCONDITIONAL OBLIGATION.** This Lease is a net lease. YOU SELECTED THE EQUIPMENT. SUPPLIER IS NOT OUR AGENT AND IS NOT AUTHORIZED TO MODIFY THIS LEASE. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. YOUR OBLIGATIONS HEREUNDER ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SET-OFF FOR ANY REASON WHATSOEVER. WE SHALL NOT BE LIABLE TO YOU FOR ANY LOSSES, DAMAGES, OR EXPENSES OF ANY KIND CAUSED, DIRECTLY OR INDIRECTLY, BY ANY EQUIPMENT OR THE USE, INABILITY TO USE, OR MAINTENANCE OR SERVICE OF ANY EQUIPMENT, OR FOR ANY LOSS OF BUSINESS HOWSOEVER CAUSED. If the Supplier fails to fulfill any obligation to you, you shall not make any claim against us and shall continue to fully perform hereunder. If you request and we permit the early termination of this agreement, you agree to pay a fee for such privilege.

**11. REPRESENTATIONS, WARRANTIES AND COVENANTS.** You represent and warrant to us that: (a) this Lease and all related documents (together, the "Documents") constitute valid, legal and binding agreements, enforceable in accordance with their terms; (b) you have authority to enter into the Documents and your execution and performance of the Documents will not: (i) violate any judgment, order, law or regulation or any other financing; or (ii) result in any breach of, constitute a default under, or result in the creation of any lien or encumbrance upon any Equipment pursuant to any other agreement or instrument; (c) there are no suits or proceedings pending or threatened against or affecting you; (d) your exact legal name is as set forth on page 1; (e) you are and will be at all times validly existing and in good standing under the laws of the State of your organization; (f) you are and will remain qualified to do business in each jurisdiction where Equipment is located and where you conduct business; (g) you are and will remain in compliance with all laws, rules and regulations applicable to the operation of your business, the Equipment and/or its use, and at your cost you shall make all modifications and improvements to the Equipment required by law; (h) you and each person who you control or own a controlling interest in, or who owns a controlling interest in or otherwise controls you (collectively, "Representatives") are and will remain in compliance with all laws, rules, regulations and orders concerning sanctions, embargoes, and the prevention and detection of corruption, bribery, money laundering and terrorism; and (i) neither you nor any of your Representatives does or will do business in, or is or will be located in a jurisdiction subject to any territorial or country-based sanctions program or listed on any sanctions-related list of designated persons maintained or enforced by the United States government or any other jurisdiction in which you or your Representatives are located or operate or which has authority over you or your Representatives.

**12. DEFAULT.** You will be in default hereunder if: (a) you fail to make any payment due hereunder within 10 days of the due date; (b) you or a guarantor of your obligations under any Document ("Guarantor") (i) breach any other obligation under any Document or guaranty and fail to correct such violation within 10 days following notice; (ii) become insolvent, are dissolved, stop doing business, or a petition is filed by or against you or it under any bankruptcy or insolvency law; (iii) default under any other agreement now existing or hereafter entered into with us or any of our affiliates; and/or (iv) provide any representation or warranty or information to us that is or becomes false or misleading; (c) any Equipment is illegally used; (d) without our prior written consent, you or a Guarantor or any person or entity that directly or indirectly controls you or a Guarantor (1) experience a change in control or material change in ownership (in one or multiple transactions), (2) transfer substantially all of your or its assets, (3) merge or consolidate with another entity, or (4) experience a division or divisive merger. **Time is of the essence.**

**13. REMEDIES.** If you default, we may do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BENEFIT OF THE BARGAIN AND NOT AS A PENALTY, the Stipulated Loss Value; (b) declare any other agreements between you and us in default; (c) require you to return the Equipment at your cost to a place we designate; (d) with or without legal process, repossess or disable the Equipment and we will not be responsible for any losses related to such action; (e) cause the Software Licenses and your rights thereunder to be cancelled, terminated or suspended or demand that you immediately cease using the Software and remove all Software from any piece of equipment on which it is installed, upon which you shall provide us a certificate signed by your officer indicating the same, (f) lease or sell the Equipment or any portion thereof, and apply the proceeds as may be acceptable to us; (g) charge you interest on all amounts due to us from the due date until paid at the rate of 1.5% per month; (h) charge you for expenses incurred in enforcing our remedies including repossession, repair and collection costs, attorneys' fees and court costs; and (i) cancel or terminate the Lease. You irrevocably grant to us the power to terminate or suspend any maintenance, support or other service relating to each Software License for and on your behalf upon the occurrence and during the continuance of a default. We or our designees have full and unrestricted access to your records, computer systems, service provider systems (if any) and facilities to verify your cessation of use, deinstallation, deletion and destruction of the Software. If we demand that you turn over the Equipment, you will deliver it in the same condition as when you received it (reasonable wear and tear excepted). You are responsible for removing all data from any digital storage device, Equipment drive or other electronic medium prior to returning or disposing of any Equipment. We shall not be liable for losses arising out of the presence or use of data residing in any Equipment returned to or repossessed by us. These remedies are cumulative and nonexclusive of any other rights and remedies at law or in equity. To the extent permitted by applicable law, you waive any rights conferred by statute or otherwise that may limit any of our rights or remedies hereunder. No failure or delay by us to exercise any right nor any course of dealing will operate as a waiver of our rights, and no waiver or consent shall be binding on us unless in writing, signed by us.

**14. PURCHASE OPTION.** So long as no default exists hereunder, you may at Lease expiration, purchase all (but not less than all) of our interest in the Equipment AS-IS, WHERE-IS, WITHOUT ANY RECOURSE TO OR WARRANTY FROM US, EXPRESS OR IMPLIED, for the Purchase Option plus applicable taxes; provided that we will not be required to transfer our interest to you until we have received all amounts due hereunder, including but not limited to, the periodic scheduled payments, late charges, and reimbursement for property taxes (if applicable). You shall have no obligation to provide any end-of-term notice to us, and this Lease shall not be renewed.

**15. JURY TRIAL WAIVER; LAW, VENUE.** ALL PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO ANY EQUIPMENT OR THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE SUBSTANTIVE LAWS OF THE STATE OF IOWA, AND ANY LEGAL ACTION OR PROCEEDING MAY BE BROUGHT IN THE FEDERAL OR STATE COURTS OF IOWA. IN NO EVENT SHALL WE BE LIABLE FOR, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR PUNITIVE OR EXEMPLARY DAMAGES, WHICH YOU HEREBY EXPRESSLY WAIVE.

**16. BILLING AND COLLECTION OF SUPPLIER PAYMENTS.** You represent that any repair, maintenance and/or services relative to the Equipment ("Services") and/or any remote network monitoring and maintenance, network security services or other IT services ("Managed Network Services" or "MNS") are being provided by the Supplier and will be governed solely by your separate agreement between Supplier and you relating to such Services and/or MNS ("Service Agreement"). We are not a party to any Service Agreement, we are not responsible for any Services or MNS, and we have not made any representations or warranties with respect to such. You acknowledge that (a) we are billing you for Services and/or MNS on a pass-through basis on behalf of the Supplier; (b) we may rely on information given by Supplier to us relative to the payments due to Supplier under the Service Agreement (which amounts may be amended from time to time between Supplier and you in accordance with the terms of the Service Agreement, the "Service Payments") and we are not responsible for the accuracy of such information; and (c) if the billing arrangement between Supplier and us has terminated for whatever reason, we will cease invoicing you for the Service Payments and Supplier will be solely responsible for such billing and collection thereafter. If any Equipment is designated "Service Only", you acknowledge and agree that: (1) we do not own such Equipment; (2) we are not providing such Equipment to you pursuant to the terms of this Lease; and (3) the portion of the Payment which relates to such Equipment includes only the full-service maintenance of such Equipment and not the use or rental of such Equipment. You acknowledge that we may (on behalf of Supplier) bill you for any supply freight fee that the Supplier charges for shipping supplies to you. You and Supplier may add, modify or remove MNS in accordance with your separate agreement and without our consent, provided that such agreement does not modify any other terms of this Lease, including without limitation, amounts payable for rental, lease or use of the Equipment. If the Supplier fails to provide any service or fulfill any other obligation to you, or if you have a dispute with the Supplier regarding the Equipment, any Services (including without limitation, any Equipment designated as "Service Only"), or any MNS, you shall not make any claim against us and shall continue to fully perform under this Lease, including continuing to pay us all Payments and other amounts due under this Lease without deduction, delay, offset or withholding of any amounts. Nothing contained in this Section is intended to limit or waive any rights and warranties extended to you by the Supplier, manufacturer or other third party under the Service Agreement relative to the Services, MNS or other matters or preclude you from exercising any rights or remedies you may have relative thereto.

**17. MISCELLANEOUS.** You may not assign, sell, transfer or encumber any rights or obligations under the Lease or related to the Equipment. We may, without notifying you, sell, assign or encumber any or all of our interest in the Lease and/or Equipment. Our assignee will have all of our rights hereunder, but not our obligations. You agree not to assert against any buyer, assignee or secured party, any claims, offsets or defenses you may have against us. Notices must be in writing and will be deemed given 5 days after mailing first class or sent by recognized overnight courier to the recipient's address set forth above or at such other address last known to the sender. You authorize us, our agents and assignees to obtain credit reports and make credit inquiries about you and disclose your information, including credit applications, payment histories and account information, to our affiliates, credit reporting agencies, our assignees and potential assignees, and other parties having an economic interest in this Lease or the Equipment. If any amount hereunder is higher than allowed under any applicable legal limit, such amount is hereby reduced to the maximum amount allowed. Amounts we receive in excess of a legal limit will be applied to other amounts due by you, or refunded to you, as we determine. We may accept a photocopy, electronically transmitted, or other reproduction (any a "Counterpart") of any Documents as the binding and effective record of such Documents. No Document requiring our signature is binding on us until we sign it. Counterparts (a) bearing our signature, if executed by us manually, or (b) electronically maintained by us, if executed by us electronically, shall constitute the sole original document and authoritative record of such Document for establishing its terms and for perfection of a security interest by possession or control. You agree not to raise as a defense to the enforcement of any Document that it was signed and/or transmitted electronically by either party. Your representations, warranties, indemnification obligations, and your obligations to pay or reimburse us for any taxes or any other amounts due by you hereunder shall survive the termination of this Lease. Any claim you have against us must be made within 2 years after the event which caused it. If a court finds any provision of this Lease to be unenforceable, all other terms will remain in effect and enforceable. You authorize us to insert or correct missing or incorrect information on the Lease. YOU ACKNOWLEDGE AND CONFIRM THAT YOU HAVE NOT RECEIVED ANY LEGAL, TAX, FINANCIAL OR ACCOUNTING ADVICE FROM US OR THE SUPPLIER. You shall furnish us with current financial statements and/or other information regarding your business and its owners and affiliates as we may request. You agree to promptly sign and deliver additional documents and take additional action as we may request in order to carry out the intent and purpose of this Lease and/or comply with laws or regulations. At our request, you shall pay or reimburse us for any out-of-pocket costs we incur in connection with this Lease. You will notify us before any proposed change in your legal name, address, type of legal entity or state of formation. The amounts payable by you hereunder may include a profit to us. THE LEASE INCORPORATES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, UNLESS MODIFIED IN A WRITING SIGNED BY THE PARTIES.



Toshiba e-STUDIO3525AC
Toshiba e-STUDIO4525AC
Toshiba e-STUDIO6525AC
Toshiba e-STUDIO6527ACT
Toshiba e-STUDIO6527ACT
Toshiba e-STUDIO6527ACT

# State and Local Government Addendum

WELLS  
FARGO

Wells Fargo Bank, N.A.

401 Las Colinas Blvd. W | Bldg. A, 4th Floor | Irving, TX 75039-5400

Agreement Number **420-0005146-000** dated as of **December 11, 2025**

Name and Address of Customer ("You" and "Your"):

**MENDOCINO, COUNTY OF**  
**501 LOW GAP RD**  
**UKIAH, CA 95482-3734**

This Addendum (this "Addendum") between the above-referenced customer ("Customer") and WELLS FARGO BANK, N.A. ("Company") is made and entered into as of the date of the financing arrangement corresponding to the account number set forth above (the "Agreement").

- 1. INCORPORATION AND EFFECT.** This Addendum is hereby made a part of, and incorporated into, the Agreement as though fully set forth therein. As modified or supplemented by the terms set forth herein, the provisions of the Agreement shall remain in full force and effect, provided that, in the event of a conflict between any provision of this Addendum and any provision of the Agreement, the provision of this Addendum shall control.
- 2. GOVERNMENTAL PROVISIONS.** Customer hereby represents, warrants and covenants to Company that: (a) Customer intends, subject only to the provisions of this Addendum, to remit to Company all sums due and to become due under the Agreement for the full term; (b) Customer's governing body has appropriated sufficient funds to pay all payments and other amounts due during Customer's current fiscal period; (c) Customer reasonably believes that legally available funds in an amount sufficient to make all payments for the full term of the Agreement can be obtained; and (d) Customer intends to do all things lawfully within its power to obtain and maintain funds from which payments due under the Agreement may be made, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable law. If Customer's governing body fails to appropriate sufficient funds to pay all payments and other amounts due and to become due under the Agreement in Customer's next fiscal period ("Non-Appropriation"), then (i) Customer shall promptly notify Company of such Non-Appropriation, (ii) the Agreement will terminate as of the last day of the fiscal period for which appropriations were received, and (iii) Customer shall return the Equipment to Company pursuant to the terms of the Agreement. Customer's obligations under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements concerning Customer's creation of indebtedness or require voter approval, nor shall anything contained herein constitute a pledge of Customer's general tax revenues, funds or monies. Customer further represents, warrants and covenants to Company that: (a) Customer has the power and authority under applicable law to enter into the Agreement and this Addendum and the transactions contemplated hereby and thereby and to perform all of its obligations hereunder and thereunder, (b) Customer has duly authorized the execution and delivery of the Agreement and this Addendum by appropriate official action of its governing body and has obtained such other authorizations, consents and/or approvals as are necessary to consummate the Agreement and this Addendum, (c) all legal and other requirements have been met, and procedures have occurred, to render the Agreement and this Addendum enforceable against Customer in accordance with their respective terms, and (d) Customer has complied with all public bidding requirements applicable to the Agreement and this Addendum and the transactions contemplated hereby and thereby.
- 3. TAX REPRESENTATIONS, WARRANTIES AND COVENANTS.** Customer further represents, warrants and covenants to Company that (a) Customer is a state or political subdivision thereof within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); (b) Customer will not take any action that would cause the interest component of payments due under the Agreement to become ineligible for the exclusion from Company's gross income for federal income tax purposes, nor will Customer omit to take or cause to be taken, in a timely manner, any action which omission would cause the interest component of such payments to become ineligible for the exclusion from Company's gross income for federal income tax purposes, (c) the proceeds funded by Company under the Agreement will not be used to reimburse Customer for expenditures made more than 60 days prior to the Commencement Date or, if earlier, more than 60 days prior to any official action taken to evidence an intent to finance the Equipment, (d) Customer will not permit the Equipment subject to the Agreement to be used, directly or indirectly, for a private business use within the meaning of Section 141 of the Code, and (e) Customer will comply with the information reporting requirements of Section 149(e) of the Code (such compliance shall include, but not be limited to, the completion, execution and timely filing of Form 8038-G or 8038-GC information reporting returns as appropriate). If Customer breaches any of the covenants contained in this Section, the interest component of payments due under the Agreement may become includible in Company's gross income for federal income tax purposes. In such event, Customer agrees, to the extent permitted by applicable law, to pay Company promptly after any such determination of taxability and on each payment due date thereafter an additional amount determined by Company to compensate Company for the loss of such excludability; provided however, Customer's payment of such amounts shall be subject to Section 2 hereof. Customer hereby appoints Company as its agent to maintain a record of all assignments of the Agreement in a form sufficient to comply with the registration requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time, and Company agrees to maintain such registration record.
- 4. LIMITATIONS.** The parties intend that the collection of any damages, the exercise of any remedy, the enforceability of any indemnity, and any requirements of Customer relative to Non-Appropriation set forth in the Agreement or in this Addendum are subject to any limitations imposed by applicable law. To the extent Company's remedies for a Customer default under the Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited to amounts to become due during Customer's then current fiscal period.
- 5. CHOICE OF GOVERNING LAW.** Notwithstanding anything in the Agreement to the contrary, the Agreement and this Addendum shall be governed by, construed and enforced in accordance with the laws of the state in which Customer is located and the parties agree to the non-exclusive jurisdiction and venue of the state and federal courts in such state.
- 6. PROPERTY TAX/OWNERSHIP.** Unless otherwise required by applicable law, Customer will have title to the Equipment and will be the Equipment owner. The parties to this Agreement contemplate that the Equipment will be used for governmental or proprietary purposes of Customer and that the Equipment will therefore be exempt from all property taxes. Should it be determined by the appropriate taxing jurisdiction that Company is liable for the payment of property taxes, Customer acknowledges and agrees that, notwithstanding the fact that Customer may be exempt from such payment, Customer shall (within ten (10) days of written notice) reimburse Company for all property taxes which Company may be required to pay.
- 7. MISCELLANEOUS.** This Addendum, together with the provisions of the Agreement not expressly inconsistent herewith, constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments regarding such matters. Company may in its sole discretion, accept a photocopy, electronically transmitted, facsimile or other reproduction of this Addendum as the binding and effective record of this Addendum whether or not an ink signed copy hereof is also received by Company from Customer.

**IN WITNESS WHEREOF**, Customer and Company have caused this Addendum to be executed by their duly authorized representatives as of the date first above written.

Company: **WELLS FARGO BANK, N.A.**

Customer: **MENDOCINO, COUNTY OF**

By: Marla Ambroz Becerra 12/11/25  
Date:  
By: Marla Ambroz Becerra Authorized Signer  
Print Name and Title:

By: John Haschak 12/16/2025  
Date:  
By: John Haschak, Chair of the Mendocino County Board of Supervisors  
Print Name and Title:

**FOR ACCTG. PURPOSES ONLY.  
DOES NOT REPRESENT A BUY OUT, CASUALTY OR TERMINATION VALUE**

CUSTOMER Mendocino, County of  
 TOTAL FUNDING \$523,687.62  
 RATE 6.96% BASE L.R.F. = .030860  
 TERM 36  
 ADV or ARR ARR

<u>PAYMENT NUMBER</u>	<u>BEGINNING BALANCE</u>	<u>INTEREST EXPENSE</u>	<u>PRINCIPAL PAYMENT</u>	<u>TOTAL PAYMENT</u>	<u>ENDING BALANCE</u>
0	\$523,687.62	\$0.00	\$0.00	\$0.00	\$523,687.62
1	\$523,687.62	\$3,038.52	\$13,122.48	\$16,161.00	\$510,565.14
2	\$510,565.14	\$2,962.38	\$13,198.62	\$16,161.00	\$497,366.53
3	\$497,366.53	\$2,885.80	\$13,275.20	\$16,161.00	\$484,091.33
4	\$484,091.33	\$2,808.78	\$13,352.22	\$16,161.00	\$470,739.11
5	\$470,739.11	\$2,731.31	\$13,429.69	\$16,161.00	\$457,309.42
6	\$457,309.42	\$2,653.39	\$13,507.61	\$16,161.00	\$443,801.80
7	\$443,801.80	\$2,575.01	\$13,585.99	\$16,161.00	\$430,215.81
8	\$430,215.81	\$2,496.18	\$13,664.82	\$16,161.00	\$416,551.00
9	\$416,551.00	\$2,416.90	\$13,744.10	\$16,161.00	\$402,806.90
10	\$402,806.90	\$2,337.15	\$13,823.85	\$16,161.00	\$388,983.05
11	\$388,983.05	\$2,256.94	\$13,904.06	\$16,161.00	\$375,078.99
12	\$375,078.99	\$2,176.27	\$13,984.73	\$16,161.00	\$361,094.27
13	\$361,094.27	\$2,095.13	\$14,065.87	\$16,161.00	\$347,028.39
14	\$347,028.39	\$2,013.52	\$14,147.48	\$16,161.00	\$332,880.91
15	\$332,880.91	\$1,931.43	\$14,229.57	\$16,161.00	\$318,651.34
16	\$318,651.34	\$1,848.87	\$14,312.13	\$16,161.00	\$304,339.21
17	\$304,339.21	\$1,765.83	\$14,395.17	\$16,161.00	\$289,944.04
18	\$289,944.04	\$1,682.30	\$14,478.70	\$16,161.00	\$275,465.34
19	\$275,465.34	\$1,598.30	\$14,562.70	\$16,161.00	\$260,902.64
20	\$260,902.64	\$1,513.80	\$14,647.20	\$16,161.00	\$246,255.44
21	\$246,255.44	\$1,428.82	\$14,732.18	\$16,161.00	\$231,523.25
22	\$231,523.25	\$1,343.34	\$14,817.66	\$16,161.00	\$216,705.59
23	\$216,705.59	\$1,257.36	\$14,903.64	\$16,161.00	\$201,801.95
24	\$201,801.95	\$1,170.89	\$14,990.11	\$16,161.00	\$186,811.84
25	\$186,811.84	\$1,083.91	\$15,077.09	\$16,161.00	\$171,734.75
26	\$171,734.75	\$996.43	\$15,164.57	\$16,161.00	\$156,570.19
27	\$156,570.19	\$908.45	\$15,252.55	\$16,161.00	\$141,317.63
28	\$141,317.63	\$819.95	\$15,341.05	\$16,161.00	\$125,976.58
29	\$125,976.58	\$730.94	\$15,430.06	\$16,161.00	\$110,546.52
30	\$110,546.52	\$641.41	\$15,519.59	\$16,161.00	\$95,026.93
31	\$95,026.93	\$551.36	\$15,609.64	\$16,161.00	\$79,417.29
32	\$79,417.29	\$460.79	\$15,700.21	\$16,161.00	\$63,717.08
33	\$63,717.08	\$369.70	\$15,791.30	\$16,161.00	\$47,925.78
34	\$47,925.78	\$278.07	\$15,882.93	\$16,161.00	\$32,042.85
35	\$32,042.85	\$185.92	\$15,975.08	\$16,161.00	\$16,067.77
36	\$16,067.77	\$93.23	\$16,067.77	\$16,161.00	\$0.00
<b>TOTALS</b>		<b>\$58,108.38</b>	<b>\$523,687.62</b>	<b>\$581,796.00</b>	

**IN WITNESS WHEREOF**

**DEPARTMENT FISCAL REVIEW:**

By: Darcie Antle  
DEPARTMENT HEAD

Date: 12/12/2025

Budgeted: Yes  
Budget Unit: GS  
Line Item: GS-86-2201  
Grant: No  
Grant No.: N/A

**COUNTY OF MENDOCINO**

By: John Haschak  
JOHN HASCHAK, Chair  
BOARD OF SUPERVISORS

Date: 12/16/2025

**ATTEST:**

DARCIE ANTLE, Clerk of said Board

By: Amrap  
Deputy 12/16/2025

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: Amrap  
Deputy 12/16/2025

**INSURANCE REVIEW:**

By: Darcie Antle  
Risk Management

Date: 12/12/2025

**CONTRACTOR/COMPANY NAME**

By: See MC Pages 3 & 7  
SIGNATURE

Date: \_\_\_\_\_

**NAME AND ADDRESS OF CONTRACTOR:**

Wells Fargo Bank NA  
PO Box 514  
Minneapolis, MN 55480-9899

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

**COUNTY COUNSEL REVIEW:**

APPROVED AS TO FORM:

By: Mark Kies  
COUNTY COUNSEL

Date: 12/12/2025

**EXECUTIVE OFFICE/FISCAL REVIEW:**

By: [Signature]  
Deputy CEO or Designee

Date: 12/12/2025

**Signatory Authority:** \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; **\$50,001+ Board of Supervisors**  
**Exception to Bid Process Required/Completed**  Region 4 Education Service Center as Contracting Agency  
**Mendocino County Business License: Valid**   
**Exempt Pursuant to MCC Section:** Located outside of Mendocino County

County of Mendocino  
December 2025 Toshiba Refresh  
Fixed Asset Inventory - All Locations Countywide

Count of Proposed Models 2025		
Department	Proposed Models 2025	Total
AG/FARM ADVISOR	eStudio 4525AC	1
AIR QUALITY	eStudio 3525AC	1
ALTERNATE DEFENDER	eStudio 3525AC	1
ANIMAL SHELTER	eStudio 4528A	1
ASSESSOR	eStudio 2528A	1
	eStudio 3528A	1
AUDITOR	eStudio 3525AC	1
CHILD SUPPORT SERVICES	eStudio 4525AC	1
COUNTY COUNSEL	eStudio 3525AC	1
COURT COLLECTIONS	eStudio 4528A	1
DISASTER RECOVERY/EO	eStudio 3525AC	1
DISTRICT ATTORNEY	eStudio 2528A	1
	eStudio 3525AC	2
	eStudio 6525AC	6
ELECTIONS	eStudio 4528A	1
ENVIRONMENTAL HEALTH	eStudio 3525AC	1
EXECUTIVE OFFICE	eStudio 6525AC	1
FACILITIES	eStudio 4525AC	1
GENERAL SERVICES	eStudio 2525AC	1
GRAND JURY	eStudio 2528A	1
HEALTH SERVICES	eStudio 2525AC	1
	eStudio 2528A	1
	eStudio 3525AC	3
	eStudio 3528A	1
	eStudio 4528A	1
HUMAN RESOURCES	eStudio 3525AC	1
	eStudio 6527ACT	1
INFORMATION SERVICES	eStudio 2525AC	1
JUVENILE HALL	eStudio 3525AC	1
LIBRARY	eStudio 2525AC	1
	eStudio 2528A	1
	eStudio 3528A	1
MUSEUM	eStudio 2525AC	1
PLANNING & BUILDING	eStudio 4525AC	1
	eStudio 4528A	1
	eStudio 6527ACT	1
PROBATION	eStudio 2528A	2

County of Mendocino  
December 2025 Toshiba Refresh  
Fixed Asset Inventory - All Locations Countywide

<b>Count of Proposed Models 2025</b>		
<b>Department</b>	<b>Proposed Models 2025</b>	<b>Total</b>
<b>PROBATION</b>	eStudio 3528A	1
	eStudio 4525AC	2
<b>PUBLIC DEFENDER</b>	eStudio 4525AC	1
	eStudio 4528A	1
<b>SHERIFF</b>	eStudio 2525AC	7
	eStudio 3525AC	3
	eStudio 4525AC	2
	eStudio 4528A	1
<b>SOCIAL SERVICES</b>	eStudio 2525AC	1
	eStudio 2528A	7
	eStudio 3525AC	1
	eStudio 3528A	7
	eStudio 4525AC	2
	eStudio 4528A	2
	eStudio 6527ACT	1
	eStudio 6529A	2
	eStudio 7529A	2
<b>TRANSPORTATION</b>	eStudio 3525AC	2
<b>TREASURY/TAX COLLECTOR</b>	eStudio 3528A	2
<b>VETERANS SERVICES</b>	eStudio 2528A	2
<b>WISC</b>	eStudio 2528A	1
<b>Grand Total</b>		<b>96</b>