

120501-05

# LARAMIE COUNTY CLERK BOARD OF COUNTY COMMISSIONERS AGENDA ITEM PROCESSING FORM

1. DATE OF PROPOSED ACTION: May 1, 2012

2. AGENDA ITEM: ☐ Appointments ☐ Bids/Purchases ☐ Claims  
☐ Contracts/agreements/leases ☐ Grants ☐ Land Use: Variances/Board App/Plats  
☐ Proclamations ☐ Public Hearings/Rules & Regs ☐ Reports & Public Petitions  
☐ Resolutions ☐ Other: Disclosure

3. DEPARTMENT: CLERK OF DISTRICT COURT

4. APPLICANT: U.S. BANK EQUIPMENT FINANCE AGENT: SANDY LANDERS

5. DESCRIPTION: CONSIDERATION OF A LEASE AND SERVICE AGREEMENT FOR ONE SHARP COPIER.

Amount: \$175.00/month for 60 months From \$ To \$

6. DOCUMENTATION: (2) one original(s) and (4) four copies

one original CDC 5-3-12

<u>Clerks Use Only:</u>	
<u>Commissioners</u>	<u>Signatures</u>
Woodhouse _____	Co Atty _____
Thompson _____	Deputy Co Atty _____
Humphrey _____	Grants Manager _____
Action _____	Outside Agency _____
Postponed/Tabled _____	

RECEIVED AND APPROVED AS  
TO FORM ONLY BY THE  
LARAMIE COUNTY ATTORNEY





## SmartPrint Lease Agreement

APPLICATION NO.

1544352

CONTRACT NO.

Send Account Inquiries to: 1310 Madrid Street, Suite 101 • Marshall, MN 56258 • Phone: (800) 328-5371 • Fax: (800) 328-9092

Send Payments to: P.O. Box 790448 • St. Louis, MO 63179-0448

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

## CUSTOMER INFORMATION

FULL LEGAL NAME

County of Laramie

STREET ADDRESS

309 West 20<sup>th</sup> Street

CITY

Cheyenne

STATE

WY

ZIP

82001

PHONE

307-633-4222

FAX

BILLING NAME (IF DIFFERENT FROM ABOVE)

BILLING STREET ADDRESS

CITY

STATE

ZIP

E-MAIL

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

## SUPPLIER INFORMATION

NAME OF SUPPLIER

Lewan &amp; Associates

STREET ADDRESS

1400 South Colorado Blvd

CITY

Denver

STATE

CO

ZIP

80222

PHONE

303-759-5440

FAX

## MAKE/MODEL NO./ACCESSORIES

Sharp MXM363N

## SERIAL NO.

## STARTING METER

## TERM AND PAYMENT SCHEDULE

60

Payments of \$

175.00

(Plus Applicable Taxes)

Lease Payment Period is Monthly Unless Otherwise Indicated.

Security Deposit

\$

NONE

(Plus Applicable Taxes)

Payment includes 4,000 B&amp;W pages per month

Overages Supplier billed quarterly at \$ .01 per B&amp;W page

Payment includes none Color pages per month

Overages Supplier billed quarterly at \$n/a per Color page

Payment includes none printer B&amp;W pages per month

Overages Supplier billed quarterly at \$n/a per printer B&amp;W page

Payment includes none printer Color pages per month

Overages Supplier billed quarterly at \$n/a per printer Color page

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

## LESSOR ACCEPTANCE

4/5/12  
DATEDU.S. Bancorp  
Business Equipment Finance Group  
LESSOR[Signature]  
SIGNATURE[Signature]  
TITLE

## CUSTOMER ACCEPTANCE

You certify that all conditions and terms of this Agreement including the terms on the reverse side have been reviewed and agreed to. The Agreement shall commence on the day that the Equipment is delivered to you and the Agreement shall be irrevocable and non cancelable in all respects thereafter. You understand and agree that we will purchase the Equipment from Supplier in reliance on your acceptance and you may contact the Supplier for warranty rights. By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Lessor and its affiliates and agents. This Express Consent applies to each such telephone number that you provide to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.

County of Laramie

DATED

CUSTOMER

[Signature]  
SIGNATURE

Gray Woodhouse

PRINT NAME

ATTESTED BY

[Signature]  
TITLE

FEDERAL TAX I.D. #

## CONTINUING GUARANTY

As additional inducement for us to enter into the Agreement, the undersigned ("you") unconditionally, jointly and severally, personally guarantees that the customer will make all payments and meet all obligations required under this Agreement and any supplements fully and promptly. You agree that we may make other arrangements including compromise or settlement with the customer and you waive all defenses and notice of those changes and will remain responsible for the payment and obligations of this Agreement. We do not have to notify you if the customer is in default. If the customer defaults, you will immediately pay in accordance with the default provision of the Agreement all sums due under the terms of the Agreement and will perform all the obligations of the Agreement. If it is necessary for us to proceed legally to enforce this guaranty, you expressly consent to the jurisdiction of the court set out in paragraph 15 and agree to pay all costs, including attorneys fees incurred in enforcement of this guaranty. It is not necessary for us to proceed first against customer before enforcing this guaranty. By signing this guaranty, you authorize us to obtain credit bureau reports for credit and collection purposes.

DOES NOT APPLY

PRINT NAME OF GUARANTOR

X

SIGNATURE

N/A

DATED

1. **AGREEMENT:** You agree to rent from us the personal property described under "MAKE/MODEL NO./ACCESSORIES" and as modified by supplements to this Master Agreement from time to time signed by you and us (such property and any upgrades, replacements, repairs and additions referred to as "Equipment") for business purposes only. You agree to all of the terms and conditions contained in this Agreement and any supplement, which together are a complete statement of our Agreement regarding the listed equipment ("Agreement") and supersedes any purchase order or outstanding invoice. This Agreement may be modified only by written agreement and not by course of performance. This Agreement becomes valid upon execution by us and will begin on the rent commencement date and will continue from the first day of the following month for the number of consecutive months shown. The term will be extended automatically for successive 12 month terms unless you send us written notice between ninety (90) and one hundred fifty (150) days before the end of any term of your intent to purchase or return the equipment AND complete the purchase or return within 30 days of the end of term. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You authorize us to insert or correct missing information on this lease including your proper legal name, serial numbers and any other numbers describing the Equipment. You agree to provide updated annual and/or quarterly financial statements to us upon request.

2. **RENT:** Rent will be payable in installments, each in the amount of the basic rental payment shown plus any applicable sales, use or property tax. If we pay any tax on your behalf, you agree to reimburse us promptly along with a processing fee. You will pay the security deposit on the date you sign this Agreement. Subsequent installments will be payable on the first day of each rental payment period shown beginning after the first rental payment period or as otherwise agreed. We will have the right to apply all sums received from you to any amounts due and owed to us under the terms of this Agreement.

3. **MAINTENANCE AND SUPPLIES:** The charges established by this Agreement include payment for the use of the designated Equipment and accessories, maintenance by Supplier (during normal business hours); inspection, adjustment, parts replacement, drums and cleaning material required for the proper operation, as well as black toner and developer. Paper must be separately purchased by customer. Color toner, not included in this Agreement will be billed separately. If necessary, the service and supply portion of this Agreement may be assigned. We may charge you a Supply Freight Fee to cover our costs of shipping supplies to you.

4. **OWNERSHIP OF EQUIPMENT:** We are the Owner of the equipment and have sole title to the equipment (excluding software). You agree to keep the equipment free and clear of all liens and claims.

5. **WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US OR ANY SUPPLIER. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND NOTHING THE SUPPLIER STATES CAN AFFECT YOUR OBLIGATION UNDER THE AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST SUPPLIER.**

6. **LOCATION OF EQUIPMENT:** You will keep and use the equipment only at your address shown above and you agree not to move it unless we agree to it. At the end of the Agreement's term, you will return the Equipment to a location we specify at your expense, in retail resalable condition, full working order, and in complete repair.

7. **LOSS OR DAMAGE:** You are responsible for the risk of loss or for any destruction of or damage to the equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us the present value of the total of all unpaid rental payments for the full rental term plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at six percent (6%) per year. Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage.

8. **COLLATERAL PROTECTION AND INSURANCE:** You agree to keep the equipment fully insured against loss with us as loss payee in an amount not less than replacement cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy from anyone who is acceptable to us and to include us as an insured on the policy. You agree to provide us certificates or other evidence of insurance acceptable to us, before this Agreement begins or, should you wish us to waive this requirement, we will bill you and you will pay a monthly property damage surcharge of up to .0035 of the total stream of payments as a result of our administrative costs, credit risk and other costs. We may make a profit on this program. As long as you are current at the time of the loss (intentional acts are not included), the remaining balance owed on the Agreement will be forgiven. You must be current to benefit from this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF YOUR RESPONSIBILITY FOR LIABILITY INSURANCE COVERAGE ON THIS EQUIPMENT.

9. **INDEMNITY:** We are not responsible for any loss or injuries caused by the installation or use of the equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for losses or injury caused by the Equipment.

10. **TAXES AND FEES:** You agree to pay when invoiced all taxes (including personal property tax, fines and penalties) and fees relating to this Agreement or the Equipment. You agree to (a) reimburse us annually for all personal property taxes which we are required to pay as Owner of the Equipment or to remit to us each month our estimate of the monthly equivalent of the annual property taxes to be assessed. We will file all personal property, use or other tax return and you agree to pay us a process fee for making such filings. In addition you agree to pay us a UCC filing fee of \$35.00 and reimburse us for all costs involved in documenting and servicing this Agreement. You further agree to pay us up to \$75.00 on the date the first payment is due as an origination fee. We reserve the right to charge a fee upon termination of this Agreement either by trade-up, buy-out or default. Any fee charged under this Agreement may include a profit and is subject to applicable taxes.

11. **ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT.** We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign, or transfer this Agreement, the new Owner will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the rights of the new Owner will not be subject to any claims, defenses, or set offs that you may have against us.

12. **DEFAULT AND REMEDIES:** If you do not pay any lease payment or other sum due to us or other party when due or if you break any of your promises in the Agreement or any other Agreement with us, you will be in default. If any part of a payment is late, you agree to pay a late charge of 10% of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may retain your security deposit and at our option, we can terminate or cancel this Agreement and require that you pay (1) the accelerated unpaid balance of this Agreement (discounted at 6%); (2) the amount of any purchase option and if none is specified, 20% of the original equipment cost which represents our anticipated residual value in the equipment; (3) and return the equipment to us to a location designated by us. We may recover interest on any unpaid balance at the rate of 8% per annum. We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code as enacted in the State of Minnesota or any other law. You agree to pay our reasonable attorney's fees and actual court costs. If we have to take possession of the equipment, you agree to pay the cost of repossession. The net proceeds of the sale of any repossessed Equipment will be credited against what you owe us relating to any claim arising under this Agreement including, but not limited to, or referral for collection. **YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT.** You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive lessee's rights under Article 2A (508-522) of the UCC.

13. **UCC FILINGS:** You grant us a security interest in the equipment if this Agreement is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument, and appoint us your attorney-in-fact to execute and deliver such instrument, in order to show our interest in the equipment.

14. **SECURITY DEPOSIT:** The security deposit is non interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions herein are fully complied with and provided you have not ever been in default of this Agreement per paragraph 12, the security deposit will be refunded to you after the return of the equipment in accordance with paragraph 6.

15. **LAW:** This Agreement will be deemed fully executed and performed in the State of Minnesota upon signing by the Owner and will be governed by and construed in accordance with Minnesota law. You expressly consent to jurisdiction and venue of any state or federal court in the State of Minnesota and waive right to trial by jury for any claim or action arising out of or relating to this Agreement or the Equipment. You waive right of defense of inconvenient forum.

16. **OVERAGES AND COST ADJUSTMENTS:** You agree to comply with any billing procedures designated by us, including notifying us of the meter reading at the end of each month. At the end of the first year of this Agreement and once each successive twelve month period, we may increase your payment, and the per page charge over the pages included (Overage) by a maximum of 15% of the existing charge.

17. **UPGRADE/DOWNGRADE PROVISION:** AFTER INCEPTION OF THE AGREEMENT AND UPON YOUR REQUEST, WE MAY REVIEW YOUR PAGE VOLUME AND PROPOSE OPTIONS FOR UPGRADING OR DOWNGRADING TO ACCOMMODATE YOUR NEEDS.

#### FOR MUNICIPALITIES ONLY

18-A. **CUSTOMER COVENANTS:** You covenant and warrant that (1) it has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the payments scheduled to come due and to meet its other obligations under the Agreement and such funds have not been expended for other purposes; and

(2) that there is no action, suit, proceeding or investigation pending, or threatened in any court or other tribunal or competent jurisdiction, state or federal or before any public board or body, which in any way would (a) restrain or enjoin the delivery of the Agreement or the ability of you to make its Base Payments (as set out above); (b) contest or affect the authority for the execution or delivery of, or the validity of, the Agreement; or (c) contest the existence and powers of you; nor is there any basis for any such action, suit, proceeding or investigation; and

(3) That the equipment will be operated and controlled by you and will be used for essential government purposes and will be essential for the term of the Agreement.

(4) You have not previously terminated a rental for non-appropriation, except as specifically described in a letter appended hereto.

18-B. **SIGNATURES:** Each signor (two if monthly payment exceeds \$1,200) warrants that he/she is fully conversant with the governing relevant legal and regulatory provisions and has full power and authorization to bind you. Signor(s) for you further warrant(s) its governing body has taken the necessary steps; including any legal bid requirements, under applicable law to arrange for acquisition of the Equipment; the approval and execution has been in accordance with all applicable open meeting laws; and that a resolution of the governing body of you authorizing execution of the Agreement has been duly adopted and remains in full force and effect.

18-C. **NON APPROPRIATION:** In the event you are in default under the Agreement because:

1. Funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all of your obligations under the Agreement during said fiscal period;

2. Such non-appropriation did not result from any act or failure to act of you;

3. You have exhausted all funds legally available for all payment due under the Agreement; and

4. There is no other legal procedure by which payment can be made to Lessor.

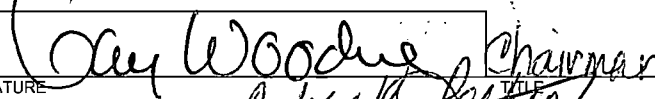
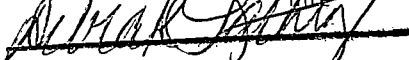
Then, provided that (a) you have given Lessor written notice of the occurrence of paragraph 1 above thirty (30) days prior to such occurrence; (b) Lessor has received a written opinion from your counsel verifying the same within ten (10) days thereafter; and (c) you do not directly or indirectly purchase, rent or in any way acquire any services or equipment supplied or provided for hereunder; upon receipt of the equipment delivered to a location designated by Lessor, at your expense, Lessor's remedies for such default shall be to terminate the Agreement at the end of the fiscal period during which notice is given; retain the advance payments, if any; and/or sell, dispose of, hold, use or rent the equipment as Lessor in its sole discretion may desire, without any duty to account to you.

County of Laramie

DATED

CUSTOMER

10/21/2009

X  Chairman  
SIGNATURE  
Page 2 of 2  
TESTED BY 

**ADDENDUM TO SMARTPRINT LEASE APPLICATION # 1544352**  
**Laramie County / US BANK**

THIS ADDENDUM is made and entered into by and between Laramie County, 310 West 19<sup>th</sup> Street, P.O. Box 608, Cheyenne Wyoming, 82003-0608 (hereinafter referred to as "COUNTY") and the U.S. Bank, 1310 Madrid Street, Suite 101, Marshall, Minnesota 56258 (hereinafter referred to as "USBANK"). The parties agree as follows:

**I. PURPOSE**

The purpose of this Addendum is to modify the Smart Print Lease Agreement for one Sharp MXM363N copier for use at the Laramie County District Court Clerk's Office, (hereinafter referred to as "Agreement") between COUNTY and USBANK.

**II. TERM**

This Addendum shall commence on the date that the Agreement and this Addendum are fully executed and shall remain in full force and effect until terminated in accordance with the Agreement.

**III. MODIFICATIONS**

A. Paragraph 2 of the terms and conditions in the Agreement, titled "Rent", shall be modified to Delete the following Sentence:

**"You will pay the Security Deposit on the date you sign the Agreement"**

B. Paragraph 8 of the terms and conditions in the Agreement, titled "Collateral Protection and Insurance", is deleted, however, COUNTY agrees that it will maintain property insurance on the leased equipment through the property coverage obtained by the Wyoming Association of Risk Management Property Insurance Pool.

C. The second sentence of Paragraph 9 of the terms and conditions in the Agreement, titled "Indemnity", is deleted.

D. Paragraph 10 of the terms and conditions in the Agreement, titled "taxes and fees", is deleted. Laramie County is exempt from all applicable taxes pursuant to Wyo. Stat. § 39-16-105.

E. Paragraph 11 of the terms and conditions in the Agreement, titled "Assignment", is modified as follows:

Before USBANK may assign this Agreement and Addendum, USBANK shall obtain permission from COUNTY, such permission shall not be unreasonably withheld. In

addition, USBANK warrants that in the event of assignment, all rights accruing to COUNTY under the Agreement and Addendum shall be preserved.

F. Paragraph 12 of the terms and conditions in the Agreement, titled "Default and Remedies", is modified as follows:

In accordance with Wyo. Stat. § 16-6-602, the parties recognize and agree County shall not be charged any interest, late fees or penalties unless a payment is received forty-five (45) days after receipt of a correct notice or invoice of amount due.

G. Paragraph 15 of the terms and conditions in the Agreement, titled "Law", is hereby deleted and of no force or effect.

#### IV. ADDITIONAL PROVISIONS

A. Applicable Law and Venue: The parties mutually understand and agree the Agreement and this Addendum shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning the Agreement and this Addendum or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to CONTRACTOR and to COUNTY in executing the Agreement and this Addendum. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in the Agreement and this Addendum. All parties agree to waive right to trial by jury for any claim or action arising out of or relating to this Agreement or Equipment.

B. Contingencies: USBANK certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with the Agreement and this Addendum, nor were any fees, commissions, gifts or other considerations made contingent upon the award of the Agreement and this Addendum.

C. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of the Agreement and this Addendum because of race, color, gender, creed, handicapping condition, or national origin.

D. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by entering into the Agreement and this Addendum. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on the Agreement and this Addendum.

E. Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and the Agreement and this Addendum shall not be construed so as to create such status. The rights, duties and obligations contained in the Agreement and this Addendum shall operate only between the parties to the Agreement and this Addendum, and shall inure solely to the benefit of the parties to the Agreement and this Addendum.

F. Conflict of Interest: COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the Agreement and this Addendum described herein. No staff member of CONTRACTOR, compensated either partially or wholly with funds from the Agreement and this Addendum, shall engage in any conduct or activity which would constitute a conflict of interest relative to the Agreement and this Addendum.

G. Limitation on Payment: Omitted in deference to Section 18-A, B and C of the Agreement.

H. Addendum Controls: Where a conflict exists or arises between any provision or condition of the this Addendum and the Agreement, the provisions and conditions set forth in this Addendum shall control.

LARAMIE COUNTY, WYOMING

By: Gay Woodhouse  
Gay Woodhouse, Chairman, Laramie County Commissioners

Date 5/2/12

ATTEST:

By: Debbie Lathrop  
Debbie Lathrop, Laramie County Clerk

Date 5/2/12

U.S. BANK Equipment Finance

By: Leslie Gens  
Leslie Gens, U.S. Bank SLG Documentation Analyst

Date 4/5/12

This Agreement is effective the date of the last signature affixed to this page.

REVIEWED AND APPROVED AS TO FORM ONLY

By: Mark Woss  
Mark Woss, Laramie County Attorney

Date 4/18/12



EQUIPMENT FINANCE

LESSOR ADDENDUM

AGREEMENT #  
1544352

Re: Agreement # 1544352 between U.S. Bancorp Equipment Finance, Inc. and County of Laramie ("Customer"), dated \_\_\_\_\_.

The Agreement is hereby amended as follows:

The Lessor shall be U.S. Bank Equipment Finance, a division of U.S. Bank National Association

U.S. Bank Equipment Finance, a division of U.S. Bank  
National Association

Lessor

*Deshu Bens*

Signature

*Sh Don August* 4/5/12

Title

Date

County of Laramie

Customer

x *Cory Woodner*

Signature

*Chairman*  
5/2/12

Title

Date

ATTESTED BY

*Debra R. Loring*

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.