



53 West Cedar Street- Poughkeepsie- NY 12601

845-471-5520 or 1-800-NYCOMCO

WWW.NYCOMCO.COM

Lease No. 23880SLE01

LEASE AGREEMENT

New York Communications Company, Inc. as Lessor hereby agrees to lease to the undersigned as Lessee subject to the terms and conditions of the face and on the reverse side hereof, the following equipment:

NO. OF UNITS	MODEL	DESCRIPTION
14	PORTABLES	NX-5200K KENWOOD VHF PORTABLE RADIO WITH BATTERY, SPEAKER MIC, D-RING, BELT LOOP, DESK CHARGER
2	RACK CHARGERS	RAPID RATE 6-UNIT CHARGERS
6	MOBILES	KENWOOD NX-5700 VHF MOBILE RADIO WITH ANTENNA AND MIC
1	REPEATER	EXISTING KENWOOD TKR-D710K REPEATER WITH ALL COMPONENTS
1	CONSOLE	REFURBISHED MAX DISPATCH CONSOLE WITH ALL COMPONENTS
1	SPEAKER SYSTEM	SPEAKER SYSTEM WITH ALL COMPONENTS
5	CONTROL STATIONS	KENWOOD CONTROL STATION WITH POWER SUPPLY, ANTENNA, DESK MIC
Location of Equipment: 76 TINKER STREET, WOODSTOCK		

The lease rate \$1,958.00 per month for 12 months for a period of 1 year(s) (called herein the lease term) commencing on the first day of the month following the date of installation of the equipment. Lessee agrees to pay an annual payment of twenty-three thousand four hundred ninety-six dollars and no cents (\$23,496.00) for a period of 1 year(s) from the effective date of the contract. The first monthly payment shall be due on the first day of the new lease term and the succeeding month until all said number of monthly payments shall have been paid. In the event any payment remains unpaid for a period of sixty (60) days or more after becoming due, Lessor may declare Lessee to be in default by notice in writing, and Lessor may retake possession of any or all of the leased equipment with or without process of law, and without demand or further notice. ***Price will increase to \$2,1735.00 after the 1st year once upgrade is complete* for a total of seven (7) years.**

The Lessor will install the equipment after Lessor receives notice of FCC approval when applicable. Shipment shall be f.o.b. Lessor's plant, and Lessor shall not be liable for delays in delivery or failure to manufacture or deliver (1) due to causes beyond its reasonable control or (2) to acts of God, acts of the Lessee, acts of civil or military authority, priorities, fires, strikes, floods, epidemics, war, riot, delays in transportation or car shortages, or (3) inability due to causes beyond its reasonable control to obtain necessary labor, materials, components or manufacturing facilities. In the event of any such delay, the date of installation shall be extended for a period equal to the time lost by reason of the delay.

SIGNED: New York Communications Company Inc.

NAME: WOODSTOCK PD TWN

BY: Robert M. Sivco

ADDRESS: 76 TINKER STREET
WOODSTOCK, NY 12498

SIGNED:

Effective Date:

Print Name:

End Date:

Date:

(To be filled in by NYCOMCO)

IT IS FURTHER AGREED BY THE PARTIES:

(1) ASSIGNMENT. (a) The Lessor may assign the equity interest of the equipment described in this lease to a bank or financial institution. The Lessor will continue to collect the monthly payments due under this lease and will continue to provide service and maintenance of the equipment for the Lessee. No obligation is imposed upon the bank or financial institution to which the equity value of the equipment may be assigned to perform or fulfill any obligations of the Lessor under this lease. The Lessee acknowledges that any claim it may have under this lease shall be asserted against the Lessor only and not against an assignee of the equity value of the equipment. .
(b) The Lessee may not assign this lease or any right to or use of the equipment described herein without the written consent of the Lessor first obtained. Notwithstanding an assignment, the Lessee will remain fully obligated under this lease unless specifically released by the Lessor and any person or company which takes over the rights or obligations under this lease will have all of the rights and will be obligated to keep all of the promises and agreements made herein.

(2) DEFAULT. If the Lessee be adjudicated a bankrupt or there is filed against it a petition under the bankruptcy laws, or if any insolvency proceedings is initiated by or against the Lessee, or if the equipment or any part thereof is encumbered, pledged, or attached, seized or taken under any judicial process, the Lessor or its assignee may at any time terminate this lease agreement and enter any premises or vehicles where the leased equipment may be located, without process of law, and remove all said equipment, without prejudice to any other rights or remedies of the lessor or its assignee.

(3) SERVICE. The performance of equipment and the liability of the Lessor under the service provision is contingent upon maintenance by a qualified communications technician, employed and certified by NYCOMCO. This maintenance is the liability of NYCOMCO and is included in the lease charges.

(4) PATENT INDEMNITY. The Lessor will defend any suit or proceeding brought against the Lessee so far as based on a claim that any leased equipment, or any part thereof, constitutes an infringement of any patent of the United States, if notified promptly in writing and given authority, information, and assistance (at the Lessor's expense) for the defense of same, and the Lessor shall pay all damages and costs awarded therein against the Lessee.

(5) OPTION TO RENEW. The Lessee shall have the option to renew this lease agreement at a monthly payment to be determined at or before the expiration of the lease term, by written notice prior to expiration of the lease term by execution of a renewal form.

(6) LESSEE'S OBLIGATIONS. The Lessee shall

(a) keep the equipment described herein at the location designated and shall not move it elsewhere without prior written authorization from the Lessor;

(b) notify the Lessor of the name and mailing address of any party having a right or interest in any motor vehicle not unconditionally owned by the Lessee in which any of the equipment listed herein is installed;

(c) at the expiration of this lease agreement, return to the Lessor in good condition except for normal wear and tear all leased equipment, together with all parts and accessories added to or installed in the leased equipment;

(d) keep the label reading "Property of New York Communications Company, Inc." affixed to all leased equipment at all times, and make equipment available for Lessor's inspection at reasonable times upon reasonable notice;

(e) be responsible during the lease term for loss or theft of all portable radios listed herein and maintain adequate insurance thereon payable to the Lessor and Lessee as their interests may appear;

(f) arrange for access by the Lessor or any person acting in its behalf to the location where the leased equipment is to be installed.

(7) LIMITATION OF LIABILITY. In no event shall the Lessor be liable for special or consequential damages. The Lessor's liability on any other claim for loss of liability, arising out of or connected with this lease, or the use of any equipment covered by this lease (including, but not limited to, loss or liability arising from breach of contract) shall in no case exceed the prorated total monthly payment then paid on the particular unit involved in the claim, except as provided in the paragraphs entitled "SERVICE" and "PATENTS".

(8) GOVERNMENT AUTHORIZATIONS. Neither the Lessor nor any of its employees is an agent or representative of the Lessee and the Lessee is solely responsible for obtaining any required authorizations from the Federal Communications Commission and for compliance therewith. If this lease includes the furnishing of a tower and installation, the Lessee shall have the sole responsibility for obtaining all necessary Federal, State and Local permits or authorizations pertaining thereto. The Lessor will comply with all other applicable Federal, State or Local laws and specifically represents that any goods to be delivered hereunder shall be produced in compliance with the Fair Labor Standards Act of 1938 as amended. Except as herein expressly provided to the contrary, the provisions of this agreement are for the benefit of the parties to the lease and not for the benefit of any other person.

(9) AMENDMENTS. This lease agreement (and any amendments attached hereto and signed by both parties) contains the entire understanding between the parties concerning the subject matter hereof and any representation, promise, modification or amendment shall not be binding upon either party unless reduced in writing and signed on behalf of each by a duly authorized representative.