



Assumption Agreement

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This ASSUMPTION AGREEMENT (this "Assumption"), dated as of the ²⁶~~22~~ day of February, 2019 and effective as of the ¹²~~26~~ day of ^{March}~~February~~, 2019, (the "Transfer Date"), is by and between the Transferee identified below ("Transferee") and the Transferor identified below ("Transferor") with respect to Transferor's interest in the Agreement (as defined below), and consented to by Ricoh USA, Inc. or, if applicable, the Lessor identified below (together with its successors and assigns, "Lessor").

Transferee's Name and Address			Transferor's Name and Address		
Legal Name: Hidalgo County Drainage District No. 1			Legal Name: County of Hidalgo		
Address: 902 N. Doolittle Road			Address:		
City: Edinburg	State: TX	Zip: 78542	City:	State:	Zip:
Billing Contact Name: Jaime Salazar			Billing Contact Name: Richard Cortez		
Phone: 956-292-7080	Fax:		Phone: 956.383.3112x4011	Fax:	
E-mail: jaime.salazar@hcdd1.org			E-mail: leticia.saenz@co.hidalgo.tx.us		

Equipment Location: (if moved from original delivery location)

Address: 902 N. Doolittle Road		
City: Edinburg	State: TX	Zip: 78542

Transferor is a party to that certain agreement/product schedule no. 429301 - 1008606A25 with Lessor (such agreement/product schedule, together with all related documents, the "Agreement"), with respect to certain equipment and/or products specified in such Agreement (the "Equipment").

Transferor has agreed to sell, transfer and assign as of the Transfer Date to Transferee all of Transferor's rights and interests in and to the Agreement and the Equipment, and Transferee has agreed to assume all of Transferor's obligations and responsibilities in connection with the Agreement and the Equipment.

In consideration of the promises and the mutual covenants hereinafter contained, and for other good and valuable consideration, Transferee and Transferor agree as follows:

1. Transferor and Transferee, jointly and severally, shall pay and discharge all rental or lease payments and all other amounts payable under the Agreement to Lessor in accordance with the terms of the Agreement, including, without limitation, the payment of late charges, property taxes, and other amounts due and to become due thereunder. ~~Transferee and Transferor, jointly and severally, agree to pay a fee of \$250 to Lessor in connection with this Assumption.~~ INITIALS X _____
2. Effective as of the Transfer Date, Transferee hereby assumes and agrees to perform all of the covenants and the other obligations of Transferor as set forth in the Agreement and to be bound by the terms thereof as if Transferee were the original lessee or customer thereunder. In addition, Transferor shall remain liable for the payment and performance of such obligations under the Agreement.
3. The Equipment shall be maintained by Transferee at the original delivery location or, if applicable, the Equipment location specified above, subject to all of the terms and conditions of the Agreement.
4. Except as specifically modified herein, all terms, conditions and covenants of the Agreement shall remain unchanged and shall continue to remain in full force and effect.
5. Transferor hereby warrants, represents and covenants that the Agreement is not subject to any disputes, offsets or counterclaims of any kind or nature whatsoever.
6. This Assumption shall be governed by and construed in accordance with the laws governing the Agreement or, if not specified therein, in accordance with the laws of the Commonwealth of ~~Pennsylvania~~ the state of Texas without regard to the conflict of law principles thereof.
7. The execution, delivery and performance of this Assumption have been duly authorized by all necessary corporate, limited liability or other organizational action on behalf of Transferor, Transferee and any guarantor. This Assumption constitutes the valid and binding obligations of Transferor, Transferee and such guarantor, if any, and is enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, moratorium and other similar laws affecting

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creditors' rights generally and by general principles of equity, whether considered in a proceeding at law or in equity.

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8. ~~Transferor and Transferee, jointly and severally, shall indemnify and hold Lessor harmless from any demands, claims, proceedings, liabilities, and costs with respect to this Assumption and the assignments and assumptions contained herein.~~
 9. Notices to Transferee with respect to the Agreement or this Assumption shall be delivered to Transferee in the manner set forth in the Agreement for the delivery of such notices at the address set forth above.
 10. Transferor and Transferee acknowledge that Lessor's consent to the assignments and assumptions contained herein is required by the terms of the Agreement and agree that Lessor may rely on the representations, warranties, and covenants of Transferee and Transferor set forth in this Assumption.
 11. This Assumption may be executed in one or more counterparts, each of which shall be deemed the original, but all such counterparts shall together constitute one and the same agreement.

12. TRANSFEEE'S AUTHORIZED SIGNER'S SIGNATURE: 13. X	TRANSFEROR'S AUTHORIZED SIGNER'S SIGNATURE: X
Authorized Signer's Printed Name: JAIME SALAZAR	Authorized Signer's Printed Name: RICHARD CORTEZ
Federal Tax Identification Number: 73-1680959	
Date: 2/26/19 03/12/2019	Date: 2/26/19 03/12/2019

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Guarantor Acknowledgment:

The undersigned guarantor hereby consents to this Assumption and ratifies and affirms its guaranty of Transferee's obligations under the Agreement pursuant to the guaranty executed by such guarantor.

X _____
Authorized Signature Date

Print Authorized Signer Name Title

Lessor Acceptance:

Lessor hereby accepts and consents to the foregoing Assumption Agreement and the transfer between Transferor and Transferee evidenced thereby.

_____ Date
Authorized Signature

Print Authorized Signer Name Title

Account Number: 429301-1008606A25
Ticket No: 64750
State: Texas