



October 21, 2015

Colonel James J. Mendonca
Chief of Police
Central Falls Police Department
160 Illinois Street
Central Falls, RI 02863

Dear Colonel Mendonca:

Please print out two (2) copies each of the Master Lease Agreement and Lease Schedule. In order for your Livescan Booking Workstation(s) to be ordered and delivered, you will need to sign and mail both copies of the Master Lease Agreement and the Schedule to 3M Cogent. On both copies of the Master Lease Agreement, please fill in the date at the top of the first page, then sign your name and print your title and the date on page three. On both copies of the Lease Schedule, please fill in the date at the top of the page, then sign your name and print your title and the date at the bottom, under your agency's name. After doing this, please mail both copies of the Master Lease Agreement and Schedule to the following address:

3M Cogent, Inc.
Attn: Ms. Kristina Lind
639 North Rosemead Blvd.
Pasadena, CA 91107

Upon receiving the signed documents, a 3M Cogent representative will sign and date them as well, then place the order for your Livescan Booking Workstation(s). One copy each of the Master Lease Agreement and Lease Schedule will be returned to you for your records.

Below is an explanation of the terms of the Lease Schedule. The example should clarify how the Lease Schedule will work in terms of payment due dates. Please note that the dates used in the example do not indicate when you will receive your equipment.

Lease Example

As stated in the Schedule, the Commencement Date shall be the first day of the month following the month during which the Term commences.

The following example illustrates how this applies and when the monthly payment of \$600.00 commences:

- 1) The equipment is delivered to the lessee (customer) on November 19, 2015.
- 2) The lessor (3M Cogent, Inc.) completes the installation of the equipment and the training on November 24, 2015.
- 3) Lessee (customer) accepts equipment and signs the Acceptance Notice on November 24, 2015.
- 4) The commencement date as defined above in this example would be December 1, 2015. As such, the first \$600.00 monthly payment would be due on December 1, 2015. Subsequent monthly payments will be due on the first day of each successive month for a total of seventy-two (72) months – January 1, 2016, February 1, 2016, etc.

Thank you for your business. We look forward to installing your new Livescan Booking Workstation(s) in the near future.

Sincerely,

Dan Failla

Dan Failla
Sales Supervisor, 3M Cogent

3M Cogent, Inc.
639 North Rosemead Boulevard
Pasadena, CA 91107 USA

tel. 626.325.9600
fax 626.325.9700
www.cogentsystems.com

MASTER LEASE AGREEMENT

This Equipment Lease Agreement (together with all Schedules hereafter described, this "Lease"), dated as of 11/2, 2015, is entered into between 3M COGENT, INC. ("Lessor"), having its principal place of business at 639 N. Rosemead Blvd., Pasadena, California 91107 and Central Falls Police Department ("Lessee"), having its principal place of business at 160 Illinois Street Central Falls, RI 02863.

1. LEASE: Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the personal property (collectively, the "Equipment") described in any "Equipment Schedule" (each a "Schedule" and collectively, the "Schedule(s)") from time to time incorporated herein by reference and on the terms and subject to the conditions specified herein and therein. This Lease, and Lessee's obligation to pay all rent and other sums thereunder, are absolute and unconditional, and shall not be subject to and Lessee waives any right of or to abatement, reduction, setoff, sale, interruption, cancellation, rejection, revocation, security interest in the Equipment, rent withholding, consequential or incidental damages or other cover, for any reason whatsoever.

2. TERMS AND RENTALS: The LEASE SHALL BE EFFECTIVE UPON EXECUTION THEREOF by the Lessor and the Lessee. The rental term as specified in the Schedule ("Term") shall commence upon the acceptance date specified in the Acceptance Certificate in which Lessee agrees to certify the Equipment installed and ready for use and ends on the date specified in the applicable Schedule. For the Term, Lessee agrees to pay Lessor aggregate rentals equal to the sum of the rental payments ("Rental Payments") specified herein and in the applicable Schedule. Lessor will make reasonable efforts to send Lessee invoices for Rental Payments, but the failure to do so or the incorrectness of any invoice will not relieve Lessee of its obligation to pay all amounts, including Rental Payments, due under this Lease. The first Rental Payment is due on the date specified in the applicable Schedule ("Commencement Date") and remaining Rental Payments are due on the same date of each succeeding month of the Term. If the acceptance date is prior to the Commencement Date of an Equipment Schedule, Lessee shall not have any obligation to pay interim rent for the period prior to the Commencement Date. A charge on any overdue payments, defined as being greater than ten days from due date, shall accrue at the rate of 1.0% per month, or the highest lawful rate, whichever is less. This Lease may only be terminated as expressly provided herein or in the applicable Schedule.

3. WARRANTIES: Lessee acknowledges that it has made the selection of each item of Equipment based upon its own judgment. LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES INCLUDING THOSE OF DESCRIPTION, INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE WITH RESPECT TO THE EQUIPMENT AND DISCLAIMS THE SAME. Lessor shall have no liability hereunder for any damages, whether direct or consequential, Lessee incurs as a result of any defect or malfunction of the Equipment. Lessor assigns to Lessee, for and during the Term, any warranty of the manufacturer or vendor issued to Lessor on the Equipment.

4. TITLE, LOCATION AND RETURN: The Equipment shall remain Lessor's personal property during the Term. If Lessor requests, Lessee will affix plates or markings on the Equipment indicating Lessor's interest. Lessee may not remove the Equipment from its place of installation without Lessor's prior written consent, which shall not be unreasonably withheld, provided, however, that Lessee may permit its employees in the ordinary course of business to use portable Equipment at locations other than the original place of installation. Lessor shall have the right to inspect the Equipment during regular business hours, with reasonable notice, and in compliance with Lessee's reasonable security procedures. During the continuance of any Event of Default as defined in Section 10, at Lessor's request, and at Lessee's own risk and expense, Lessee will return Equipment to Lessor in the same condition as when delivered, ordinary wear and tear excepted, at such location as Lessor designates within fifty (50) miles of the location where Lessee last kept such Equipment on the date of such Event of Default. Lessor shall bear responsibility for Equipment's transportation to lessee and installation of equipment at lessee's site. Lessor will also provide training on such Equipment.

5. SUBLEASE, ASSIGNMENT: Lessor may sell, assign, grant a security interest in, or otherwise transfer all or any part of its rights, title and interest in this Lease and the Equipment. Upon Lessor's written notice, Lessee shall, if requested, pay directly to such assignee without abatement, deduction or set-off all amounts which become due hereunder. Lessee waives and shall not assert against such assignee any set-off in any action for rent under the Lease. Such assignee shall have and be entitled to exercise Lessor's rights and remedies hereunder, and all references herein to Lessor shall include Lessor's assignee. LESSEE MAY NOT SUBLEASE, ASSIGN, GRANT A SECURITY INTEREST IN, OR OTHERWISE TRANSFER ALL OR ANY PART OF ITS RIGHTS, TITLE AND INTEREST IN AND TO THIS LEASE OR THE EQUIPMENT. Lessee shall not be in breach of the foregoing if the Equipment is subject to: (a) liens for taxes, fees, assessments or other governmental charges or levies, either not delinquent or being contested in good faith by appropriate proceedings, provided the same have no priority over any of Lessor's interests; and (b) liens securing claims or demands of materialmen, mechanics, carriers, warehousemen, landlords and other like persons or entities imposed without action of such parties, provided that the payment thereof is not yet required.

6. TAXES: Lessee shall pay if and when due until expiration of the Term, all fees and assessments, and all sales, use, property, excise and other taxes and charges (including all interest and penalties), now or hereafter imposed by any governmental body or agency upon any of the Equipment or upon the purchase, ownership, possession, leasing, operation, use, rentals or other payments, or disposition of Equipment hereunder whether payable by Lessor or Lessee (exclusive of taxes on or measured by Lessor's net income). Lessee shall prepare and file promptly with the appropriate offices any tax and similar returns required to be filed with respect thereto, or, if Lessor requests, to notify Lessor of such requirements and furnish Lessor with all information Lessor needs to effect such filing, at Lessee's expense. Any expenses Lessor pays on Lessee's behalf shall be immediately due and payable.

7. USE; MAINTENANCE: Lessee, at its expense, shall make all necessary site preparations and cause the Equipment to be operated in accordance with any applicable manufacturer's manuals or instructions. So long as no Event of Default exists, Lessee shall have the right to quietly possess and use the Equipment as provided herein without interference by Lessor. Lessee shall maintain the Equipment in good condition, reasonable wear and tear excepted, and shall comply with all laws to which the use and operation of the Equipment may be or become subject except where the failure to comply would not have a material adverse effect on Lessee's condition (financial or otherwise) or Lessor's rights in the Equipment hereunder. Lessor shall provide maintenance to lessee over the term of the lease consisting of telephone support, bug fixes and repair or replacement of damaged parts.

8. INSURANCE: Lessee shall obtain and maintain for the Term, at its own expense, "all risk" insurance against loss or damage to the Equipment, and general public liability insurance (including contractual liability coverage), and such other insurance against such other risks of loss and with such terms, as shall be reasonably satisfactory to Lessor. The amount of the "all risk" insurance shall be the greater of the replacement value of the Equipment (as new) or the "Total Purchase Price" of the Equipment as specified in the applicable Schedule. Each insurance policy shall name Lessor as an additional insured or loss payee, or both, as appropriate. Lessee shall furnish to Lessor certificates of insurance or other evidence satisfactory to Lessor that such insurance coverage is in effect. Lessee shall promptly notify Lessor of any damage to, or loss of, the Equipment, or any part thereof.

9. LOSS; DAMAGE; INDEMNIFICATION: If, for any reason, any of the Equipment is lost, stolen, destroyed or damaged beyond repair, or is condemned, confiscated, or seized except by Lessor, Lessee shall promptly replace the Equipment with equipment of similar kind, or pay to Lessor the aggregate unpaid Rental Payments for the remaining Term for such Equipment plus an amount equal to the end of lease buyout," discounted at 7% per annum from the scheduled date of each such payment to the date of the loss, less the net amount of the recovery, if any, received by Lessor from insurance or a governmental authority. Upon receiving such payment, Lessor shall transfer to Lessee, without recourse or warranty, all of Lessor's right, title and interest in such Equipment and Lessee shall be subrogated to any rights of Lessor related thereto. Lessee assumes liability for, and shall indemnify and defend Lessor against, any liabilities, losses, damages, claims and expenses (including reasonable attorney fees) in any way relating to or arising out of this Lease, any Schedule or any item of Equipment, including the manufacture, purchase, ownership, shipment, transportation, delivery, installation, leasing, possession, use, operation, deinstallation, storage and return of such Equipment, except for loss arising out of negligence or willful misconduct of Lessor or Lessor's breach of this Lease or any Schedule. Lessee shall give Lessor prompt notice of any occurrence, event or condition in connection of which Lessee becomes aware for which Lessor may be entitled to indemnification hereunder. The indemnities contained herein shall survive the expiration of the Term. Lessor may not enter into any settlement or other compromise with respect to any claim covered by the indemnity set forth in this section without Lessee's prior written consent, which shall not be unreasonably withheld.

10. EVENTS OF DEFAULT: An "Event of Default" shall occur if Lessee: (i) fails to pay any installment of rent or other payment required hereunder when due and such failure continues for thirty (30) days; (ii) fails to perform or observe any other material covenant, condition or agreement hereunder or breaches any provision contained herein or in any other document furnished Lessor in connection herewith, and such failure or breach continues for thirty (30) days; (iii) makes any representation or warranty herein or in any document furnished in connection herewith, which shall have been materially false or inaccurate when made; (iv) fails to maintain insurance required hereunder; or (v) shall be generally unable to pay its debts as they become due, become insolvent or bankrupt or make an assignment for the benefit of creditors or consent to the appointment of a trustee or receiver or insolvency proceedings shall be instituted by or against Lessee.

11. REMEDIES: During the continuance of any Event of Default, Lessor may: (i) terminate this Lease upon notice to Lessee; (ii) declare all sums under this Lease to be immediately due and payable upon notice to Lessee which sums shall be discounted to present value at the rate specified in Section 9, (iii) require Lessee to return all Equipment to Lessor in accordance with Section 4; (iv) enter upon the premises where the Equipment is located and take immediate possession of and remove the same, all without liability to Lessor or its agents for such entry; (v) sell the Equipment at public or private sale, with or without notice to Lessee or advertisement, or otherwise dispose of, hold, use, operate, lease to others or keep idle such Equipment, all free and clear of any rights of Lessee and without any duty to account to Lessee for such action or inaction or for any proceeds with respect thereto, subject to applicable law; (vi) exercise any other right or remedy which may be available under the Uniform Commercial Code or other applicable law. In addition, Lessee shall be liable for, and reimburse Lessor for, all reasonable and necessary attorneys' fees and other expenses Lessor incurs as a result of an Event of Default, or the exercise of Lessor's remedies, including placing any Equipment in the condition required by Section 4. No remedy referred to in this section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity. There shall be no waiver by Lessor of any default unless

in writing and such waiver shall not constitute a waiver of any other default by Lessee, or a waiver of any of Lessor's other rights.

12. PURCHASE OBLIGATION: Lessee shall, at the expiration of each Schedule, purchase all (but not less than all) of the Equipment under each such Schedule for an amount equal to One Dollar (\$1.00).

13. MISCELLANEOUS: (a) Any notices hereunder shall be in writing and shall be deemed given when delivered personally, by facsimile transmission or four days after being sent by certified mail, postage prepaid, addressed to the other party at its address set forth herein or to such other address as either party may designate in writing. (b) Lessee shall promptly execute and deliver to Lessor such further reasonable documents and take such further reasonable action as Lessor may request in order to more effectively carry out the intent and purpose of this Lease or an assignment of Lessor's interest herein. (c) This Lease constitutes the entire agreement on the subject matter hereof between the parties hereto (other than any document executed in connection herewith), and may not be amended except in writing and shall be binding upon and inure to the benefit of the parties hereto, their permitted successors and assigns. (d) Any provision of the Lease which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof; and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. (e) The captions set forth herein are for convenience only and shall not define or limit any of the terms hereof. (f) Rent shall be paid to the address designated on Lessor's invoice. Such invoice will be for Lessee's convenience only and the nonreceipt of such invoice will not relieve Lessee of any payment obligation. (g) Lessee's and Lessor's obligations hereunder shall survive the expiration and termination of the Term to the extent required for full performance and satisfaction thereof. (h) Lessee's state laws shall govern this Lease.

LESSEE:

BY: _____

PRINT NAME: James A Diosa

TITLE: Mayor

DATE: 11/2/15

3M COGENT, INC:

BY: _____

PRINT NAME: David R. Kniffin

TITLE: Identity Management Business and Site Manager

DATE: 11/19/15

Reviewed per F.S.A. - 10/27/15

Leonard Morganis
Administration & Finance Officer

SCHEDULE

Schedule No. 1 to Master Lease Agreement,
Dated as of 11/19, 2015
Between 3M COGENT, INC.
and CENTRAL FALLS POLICE DEPARTMENT

A. Description of Equipment:

Description of Equipment (quantity, model and serial number)

See Acceptance Notice attached hereto.

B. Terms:

Term: The Term shall commence on the date the Equipment is accepted for use, as shown on the Acceptance Notice, and continue for seventy-two (72) full months after the "Commencement Date."

Commencement Date: This shall be the first day of the month following the month during which the Term commences.

Monthly Payment: \$600.00 monthly payment due beginning with commencement date.

Includes installation of equipment and training by lessor, and maintenance of hardware and software.

C. Invoice Information: Lessee's and Lessor's addresses for invoice purposes for the Equipment on the Schedule shall be as follows:

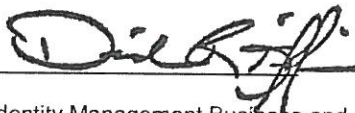
Lessee:
Central Falls Police Department
Attn: Colonel James J. Mendonca
160 Illinois Street
Central Falls, RI 062863

Lessor:
3M Cogent, Inc.
Attn: David R. Kniffin
639 North Rosemead Blvd.
Pasadena, CA 91107

CENTRAL FALLS POLICE DEPARTMENT

3M COGENT, INC.

By: 

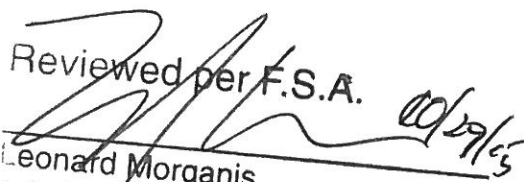
By: 

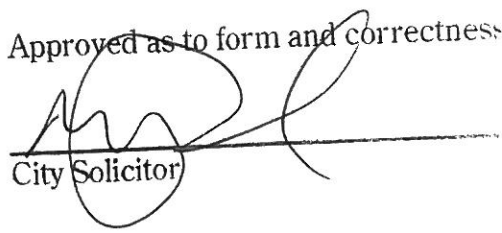
Title: CHIEF OF POLICE

Title: Identity Management Business and Site Manager

Date: 12/1/15

Date: 11/19/15

Reviewed per F.S.A.  02/29/15
Leonard Morganis
Administration & Finance Officer

Approved as to form and correctness:

City Solicitor