

Xerox Financial Services LLC  
45 Glover Avenue  
Norwalk, CT 06856

# Supplement to Lease ("Supplement")



Agreement Number for Lease  
010-0008617

Agreement Number for this Supplement

Dealer Name  
MOS

## CUSTOMER INFORMATION

Full Legal Name	[REDACTED]			DBA					
Billing Address	[REDACTED]			City	[REDACTED]	State	MI	ZIP Code	48842
Phone	[REDACTED]	Contact Name	[REDACTED]	Contact Email	[REDACTED]	Customer PO# (Optional)			

## EQUIPMENT ADDED

Quantity	Model and Description
SEE ATTACHED EQUIPMENT SCHEDULE A - PPT INCLUSIVE	

## EQUIPMENT DELETED

Quantity	Model and Description

## NEW TOTAL PAYMENT

- ☒ If this box is checked, your new Lease Payment consists of a Monthly Lease Payment of \$ 22,633.37 <sup>(A)</sup>, plus Taxes and, if the Lease is a Cost Per Copy Agreement, plus Excess Charges (collectively, the "New Total Payment").
- ☒ If this box is checked, the above includes a change to your service.

OR

## ADDITIONAL PAYMENT

- ☐ If this box is checked, your new payment is the sum of the amounts set forth in the Lease, any other Supplements thereto, as applicable, and an additional payment for this Supplement. The additional payment for this Supplement consists of a Monthly Lease Payment of \$ \_\_\_\_\_, plus Taxes and, if the Lease is a Cost Per Copy Agreement, plus Excess Charges (collectively, the "Additional Payment").
- ☐ If this box is checked, the above includes a change to your service.

B&W Copies Included _____	Excess B&W Copies Charge _____	B&W Prints Included _____	Excess B&W Prints Charge _____
Color Copies Included _____	Excess Color Copies Charge _____	Color Prints Included _____	Excess Color Prints Charge _____
Other Copies Included _____	Excess Other Copies Charge _____	Other Prints Included _____	Excess Other Prints Charge _____

## TERM

Term months, which is the balance of the Initial Lease Term of the Lease, so this Supplement is coterminous with the Lease and any other Supplements thereto, as applicable.

60 months, solely for the equipment listed in the "Equipment Added" section above, and no change to the remaining term of the Lease for all other Equipment.

## TERMS AND CONDITIONS

You have asked Xerox Financial Services LLC to agree to this Supplement, which adds Equipment to, deletes Equipment from, and/or modifies maintenance charges or Excess Charges for Equipment subject to, the Lease. You agree to pay the New Total Payment or the Additional Payment, whichever is applicable, set forth above. Except as set forth herein, the terms and conditions in the Lease, including any Supplements thereto, and any personal guaranty(s) shall remain in full force and effect and are incorporated herein by reference.

## CUSTOMER ACCEPTANCE

BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT WE ARE MODIFYING AN EXISTING NON-CANCELLABLE LEASE AND THAT YOU HAVE READ AND AGREE TO ALL TERMS AND CONDITIONS IN (i) THE LEASE, AS MODIFIED, (ii) ANY SUPPLEMENTS, IF APPLICABLE, AND (iii) THIS SUPPLEMENT.

Authorized Signer	Date	Federal Tax ID # (Required)
X [REDACTED]	7/11/18	[REDACTED]
Print Name	Title (indicate President, Partner, Proprietor, etc.)	
[REDACTED]	Executive Director of Finance & Business	
Accepted By	Name and Title	Date
Xerox Financial Services LLC		

**xerox** 

[illegible]

Authorized Signer [Redacted]	Date 7/11/18
Print Name [Redacted]	Title Executive Directors of Finance

**Xerox Financial Services LLC**45 Glover Avenue  
Norwalk, CT 06856**Lease Agreement – Fair Market Value**

Lease Agreement Number: 010-0008617

Dealer Name: MICHIGAN OFFICE SOLUTIONS

LESSEE INFORMATION			
Full Legal Name		DBA	
Billing Address		City	State MI ZIP Code 48842
Phone	Contact Name	Contact Email	Lessee PO# (Optional)

EQUIPMENT			
Quantity	Model and Description	Quantity	Model and Description
49	XEROX B400		
9	XEROX C400		
	PPT INCLUSIVE		

Equipment Location (if different from Billing Address)

**TERM AND PAYMENT INFORMATION**Initial Lease Term (in Months): 60, plus the interim Period, if any Monthly Lease Payment: \$ 636.95<sup>B</sup>, plus applicable Taxes

Down Payment Received: \$ \_\_\_\_\_

**BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU ARE ENTERING INTO THIS LEASE AGREEMENT AND THAT YOU HAVE READ AND AGREED TO ALL APPLICABLE TERMS AND CONDITIONS SET FORTH ON PAGES 1 AND 2 OF THIS AGREEMENT.****LESSEE ACCEPTANCE**

First payment begins on 8/1/18,

see next page

AT YOU HAVE READ AND AGREED TO ALL

Authorized Signer	Date	Federal Tax ID # (Required)
X	7/1/18	
Title (Indicate President, Partner, Proprietor, etc.)		
Executive Director of Finance : Business		

**LESSOR ACCEPTANCE**

Accepted By: Xerox Financial Services LLC

Name and Title

Date

**TERMS & CONDITIONS**

**1. Definitions.** The words "you" and "your" mean the legal entity identified in "Lessee Information" above, and "XFS," "we," "us," "Lessor" and "our" mean Xerox Financial Services LLC. "Dealer" means the entity identified in "Dealer Name" above. "Commencement Date" means the date subsequent to the Inception Date when XFS funds the Dealer and/or other party for the Equipment. "Discount Rate" means a rate equal to the 1-year Treasury Constant Maturity rate as published in the Selected Interest Rates table of the Federal Reserve statistical release H.15(519) or successor publication for the week ending immediately prior to the Inception Date. "Equipment" means the items identified in "Equipment" above and in any attached Equipment schedule, plus any Software (as defined in Section 3 hereof), attachments, accessories, replacements, replacement parts, substitutions, additions and repairs thereto. "Inception Date" means (a) the date Dealer determines Equipment installed by Dealer is operating satisfactorily and is available for your use, or (b) the date Equipment identified by Dealer as being installable by you is delivered to your premises. "Interim Period" means the period between the Inception Date and the Commencement Date. "Interim Payment" means one thirtieth of the Lease Payment multiplied by the number of days in the Interim Period. "Lease" means this Lease Agreement, including any attached Equipment schedule. "Lease Payment" means the Monthly Lease Payment specified above, which includes the fixed component of maintenance charges payable to Dealer under the Maintenance Agreement, plus Taxes. "Maintenance Agreement" means a separate agreement between you and Dealer for maintenance and support purposes. "Origination Fee" means a one-time fee of \$125 billed on your first invoice which you agree to pay, covering the origination, documentation, processing and certain other initial costs for the Lease. "Party" means you or XFS, and "Parties" means both you and XFS. "Term" means the Interim Period, together with the Initial Lease Term plus any subsequent renewal or extension terms. "UCC" means the Uniform Commercial Code of the State of Connecticut (C.G.S.A. §§42a-1-101 et seq.).

**2. Lease, Payments and Late Payments.** You agree and represent all Equipment was selected, configured and negotiated by you based upon your own judgment and has been, or is being, supplied by Dealer. At your request, XFS has acquired, or will acquire, the same to lease to you under this Lease and you agree to lease the same from XFS. The Initial Lease Term, which is indicated above, commences on the Inception Date. You agree to pay XFS the first Lease Payment plus any applicable Interim Payment 30 days after the Commencement Date; each subsequent Lease Payment, which may include charges you, Dealer and XFS agree will be invoiced by us, shall be payable on the same date of each month thereafter, whether or not XFS invoices you. If any payment is not paid in full within 5 days after its due date, you will pay a late charge of the greater of 10% of the amount due or \$25, not to exceed the maximum amount permitted by law. For each dishonored or returned payment, you will be assessed the applicable returned item fee, which shall not exceed \$35. Restrictive covenants on any method of payment will be ineffective.

**3. Equipment and Software.** To the extent that the Equipment includes intangible property or associated services such as software licenses, such intangible property shall be referred to as "Software." You acknowledge and agree that XFS has no right, title or interest in the Software and you will comply throughout the Lease Term with any license and/or other agreement ("Software License") with the supplier of the Software ("Software Supplier"). You are responsible for entering into any required Software License with the Software Supplier no later than the Inception Date. You agree the Equipment is for your lawful business use in the United States (including its possessions and territories), will not be used for personal, household or family purposes, and is not being acquired for resale. You will not attach the Equipment as a fixture to real estate or make any permanent alterations to it.

**4. Non-Cancellable Lease.** THIS LEASE CANNOT BE CANCELLED OR TERMINATED BY YOU PRIOR TO THE END OF THE INITIAL LEASE TERM. YOUR OBLIGATION TO MAKE ALL LEASE PAYMENTS, AND TO PAY ALL OTHER AMOUNTS DUE OR TO BECOME DUE, IS ABSOLUTE AND UNCONDITIONAL.

AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER. **NO TRANSFER OF OWNERSHIP OR BARGAIN PURCHASE EQUIPMENT, DEALER, ANY THIRD PARTY, SHALL BE PERMITTED TO ASSIGN, SELL, TRANSFER, OR OTHERWISE DISPOSE OF ANY OF THE RIGHTS OR OBLIGATIONS HEREUNDER OR YOUR OBLIGATIONS UNDER THIS LEASE.**

**5. End of Lease Options.** For any purchase option designated on the first page hereof, if you are not in default and if you provide no greater than 150 days and no less than 60 days' prior written notice to XFS, you may, at the end of the Initial Lease Term, either (a) purchase all, but not less than all, of the Equipment "AS IS, WHERE IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE at the time of purchase by paying the amount of such purchase option, plus Taxes, (b) enter into a new lease on mutually agreeable terms, or (c) de-install and return the Equipment, at your expense, fully insured, to a continental US location XFS specifies. If no purchase option is specified, you shall elect either alternative (b) or (c) in the preceding sentence. If you have not elected one of the above options, you shall be deemed to have entered into a new lease with a 3 month term on terms and conditions identical to this Lease, except that either party may terminate the new lease at the end of its 3 month term on 30 days' prior written notice and, when this new lease terminates, shall take one of the actions identified in (a) (b) or (c) in the preceding sentence or be deemed to have entered into another new lease with a 3 month term as provided in this sentence. The purchase options shall be exercised, with respect to each item of Equipment on the day immediately following the date of expiration of the Lease Term of such item, and by the delivery at such time by you to XFS of payment, in cash or by certified check, of the amount of the applicable purchase price for the Equipment. "Fair Market Value" shall be determined by XFS in our sole but reasonable discretion. Upon payment of the applicable amount, XFS shall, upon your request, execute and deliver to you a bill of sale for the Equipment on an "AS IS," "WHERE IS," "WITH ALL FAULTS" basis, without representation or warranty of any kind or nature whatsoever. After such payment, you may trade-in the Equipment as part of another transaction with XFS and, if you do, you must pass unencumbered title of the Equipment being traded-in to XFS.

**6. Equipment Return.** If the Equipment is returned to XFS, it shall be in the same condition as when delivered to you, normal wear and tear excepted and, if not in such condition, you will be liable for all expenses XFS incurs to return the Equipment to such "normal wear and tear" condition. IT IS SOLELY YOUR RESPONSIBILITY TO SECURE ANY SENSITIVE DATA AND PERMANENTLY DELETE SUCH DATA FROM THE INTERNAL MEDIA STORAGE PRIOR TO RETURNING THE EQUIPMENT TO XFS. YOU SHALL HOLD XFS HARMLESS FROM YOUR FAILURE TO SECURE AND PERMANENTLY DELETE ALL SUCH LESSEE DATA AS OUTLINED IN THIS SECTION.

**7. Equipment Delivery and Maintenance.** Equipment will be delivered to you by Dealer at the location specified on the first page hereof or in an Equipment schedule, and you agree to execute a Delivery & Acceptance Certificate at XFS's request (and confirm same via telephone and/or electronically) confirming that you have received, inspected and accepted the Equipment, and that XFS is authorized to fund the Dealer for the Equipment. If you reject the Equipment, you assume all responsibility for any purchase order or other contract issued on your behalf directly with Dealer. Equipment may not be moved to another location without first obtaining XFS's written consent, which shall not be unreasonably withheld. You shall permit XFS to inspect Equipment and any maintenance records relating thereto during your normal business hours upon reasonable notice. You represent you have entered into a Maintenance Agreement with Dealer to maintain the Equipment in good working order in accordance with the manufacturer's maintenance guidelines, and to provide you with supplies for use with the Equipment. You understand and acknowledge that XFS is acting solely as an administrator for Dealer with respect to the billing and collecting of the charges under the Maintenance Agreement included in the Lease Payments. IN NO EVENT WILL XFS BE LIABLE TO YOU FOR

# PROPOSAL

MAXIMIZING YOUR TECHNOLOGY ENVIRONMENT

## Proposed: Xerox Fleet/Printer

	Proposed Monthly	Overage	Total Monthly
<b>Fleet</b>	<sup>(A)</sup> \$22,633.37	0	
<b>Xerox Printers</b>	<sup>(B)</sup> \$636.95		<sup>9500.02a</sup> \$23,403.99
<b>Printer Maintenance</b>	0	<i>i</i> \$133.67	

\*Includes replacing HP printer fleet with Xerox

\*Includes new equipment at Midway

\*Pricing includes Delivery, Installation, Networking & Training

\*GMA (CPP) Includes all Service, Parts, Labor & Toner

\*MOS 360 App Download for Automatic Toner Alerts & Meter Reads

\*Place service calls & supply orders over the phone, on the web ([www.MOS-Xerox.com](http://www.MOS-Xerox.com)) or email to [MOSCustomerCare@mos-xerox.com](mailto:MOSCustomerCare@mos-xerox.com)

\*Equipment & Supplies shipped out of Grand Rapids HQ office

— Included Midway-Zumiez

→ Replacing H.P w/ Xerox.

→ Keeps Dunn whole → His Replaced in 2 years.

→ First Bill August - 11 months in '18/19

→ All Equipment on State Mch Deal.  
Contract #