

**FMV LEASE SUPPLEMENT****TOSHIBA**

FINANCIAL SERVICES

SUPPLEMENT NUMBER

APPLICATION NUMBER

AGREEMENT NUMBER

003-1521729-000

CUSTOMER CONTACT INFORMATION

Legal Company Name: Boone County Board of Education

Fed. Tax ID#:

Contact Person: Kim Zeis

Bill-To Phone: (859) 334-4440

Bill-To Fax:

Billing Address: 5946 N ORIENT STREET

City, State - Zip: BURLINGTON, KY 41005

Equipment Location:
(if different than above)

City, State - Zip:

TBS LOCATION

Contact Name: Bryan Jennings

Location:

EQUIPMENT DESCRIPTION

ITEM DESCRIPTION

MODEL NO.

SERIAL NO.

Saddle Stitch Finisher

☐ See attached form (Schedule "A") for Additional Equipment**EQUIPMENT REMOVED FROM ABOVE-REFERENCED AGREEMENT AND/OR PREVIOUS SUPPLEMENT(S), AS APPLICABLE**

ITEM DESCRIPTION

MODEL NO.

SERIAL NO.

TERM (Complete One Term Option)Mos. **Standalone** – Term applies to this Supplement only.**56** Mos. **Coterminous** – The end of term of this Supplement shall coincide with the end of term set forth in the above-referenced Agreement and/or previous supplement(s), as applicable.**PAYMENT** (Note: The lease contract payment period is monthly unless otherwise indicated.)

Payment Amount*: \$36.92

(amounts due under this Supplement only).

*plus applicable taxes

Origination Fee: Up to \$99.00

LESSOR ACCEPTANCE

Toshiba Financial Services

Signature:

Title:

Date:

CUSTOMER ACCEPTANCE

This is a Supplement to the above-referenced Agreement between Lessor and Customer, all the terms and conditions of which are incorporated herein by reference. Upon the execution of this Supplement, Customer hereby agrees to lease from Lessor the Equipment described above. By signing below, Customer certifies that it has reviewed and does agree to all terms and conditions of the Agreement and this Supplement. The Equipment and terms of this Supplement are in addition to the Equipment and terms stated in the Agreement. In the event there is a conflict between the terms of the Agreement and the terms of this Supplement, the terms of this Supplement shall prevail.

Name:

Signature: X

Title:

Date:

GOVERNMENTAL ENTITIES ADDENDUM

This is an addendum ("Addendum") to and part of that certain agreement between GreatAmerica Financial Services Corporation ("we", "us", "our") and Boone County Board of Education ("Governmental Entity", "you", "your"), which agreement is identified in our records as agreement number 1548670 ("Agreement"). All capitalized terms used in this Addendum which are not defined herein shall have the meanings given to such terms in the Agreement.

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation. If and to the extent that the items financed under the Agreement is/are software, the above-referenced certificate shall also include certification that the software is no longer being used by you as of the termination date.

The undersigned, as a representative of the Governmental Entity, agrees that this Addendum is made a part of the Agreement.

GOVERNMENTAL CERTIFICATE

I, THE UNDERSIGNED, HEREBY CERTIFY THAT, AS OF THE DATE OF THE AGREEMENT, (A) THE INDIVIDUAL WHO EXECUTED THE AGREEMENT HAD FULL POWER AND AUTHORITY TO EXECUTE THE AGREEMENT AND (B) THE REPRESENTATIONS SET FORTH ABOVE IN THE PARAGRAPH TITLED "APPLICABLE TO GOVERNMENTAL ENTITIES ONLY" ARE TRUE AND ACCURATE IN ALL MATERIAL RESPECTS.

SIGNATURE: **X**

NAME & TITLE:

DATE:

OUR SIGNATURE

GreatAmerica Financial Services Corporation

SIGNATURE

PRINT NAME & TITLE

DATE

