

# INVESTMENT SCHEDULE



PREPARED FOR

## CAMP ERNST MIDDLE SCHOOL-BURLINGTON

August 12, 2022

PREPARED BY

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# TOSHIBA

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## INVESTMENT SCHEDULE

### CAMP ERNST MIDDLE SCHOOL-BURLINGTON

#### Proposed Solution

- (1) PaperCut MF
  - Order Type: Add-On
  - Channel: Non-Commercial
  - Users: 1,000
  - Maintenance & Support (Months): 34
  - Show Options: No
  - Toshiba MFPs: 4
  - Previously Purchased Toshiba MFPs: 6
  - Show All Vendors: No
- (1) Card Readers - Elatec
  - Readers Needed: 4
  - Device Family: Toshiba eSTUDIO A or AC
  - Protocol: PI-Version

#### **Total Monthly Investment**

- 60 Month Lease

\$100.00

Monthly investment includes parts, labor, travel, and supplies; everything except for paper, staples, and applicable taxes.

**TOSHIBA**

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# TOSHIBA

## COMPLETE CONTROL OVER PRINT, COPY, SCAN AND FAX.

PaperCut print management software delivers real bottom-line savings for organizations of all sizes. It's scalable and customizable to your specific business needs. Implementation ranges from simply tracking users, departments, or devices to encouraging responsible use with quotas, print policies, and advanced scripts. Rest easy knowing your organization's printing is monitored and under control.



### FEATURES AT A GLANCE

- Protect sensitive documents with Secure Print Release
- Allocate costs to personal or shared accounts
- Secure printing from anywhere on the network
- Promote savings with duplex and B&W printing rules
- Keep staff printing responsibly with popups and reminders
- BYOD printing for smartphones, tablets, and laptops
- Connect print rooms and Fab Labs to PaperCut
- Manage workflows with filters, restrictions, and redirection
- Seamlessly scan documents to email, folders, or the cloud

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# Elatec

Elatec's primary expertise lies in the development and sale of short-range contactless writer/reader modules and contact writer/reader modules – such as RFID, NFC, Bluetooth and smartcards. ELATEC solution architectures support the customer's entire value chain, with solutions that meet specific demands, can be used anywhere in the world and are absolutely reliable.

Their most successful product is the universal reader TWN4 MultiTech. It is compatible with more than 60 internationally established RFID technologies and can be integrated into every industrial application – from secure printing and access control to point-of-sale systems

Elatec's family of RFID reader/writers is available in various forms which are designed for a wide variety of applications. Thanks to the underlying TWN Technology their behavior can be adjusted in order to act accordingly in different identification scenarios. Depending on the specific use case at hand you can choose among .



## ELATEC

RFID Systems

### Features at a Glance

- > supports TWN4 MultiTech or NFC technology
- > wireless (re)programmable
- > card emulation – a smartphone can be used as a contactless identification card
- > read/write mode in which an active device such as a smartphone can read out pre-saved information in a passive one (i.e. NFC paper label).

# TOSHIBA

## OUR QUALITY COMMITMENT

The Toshiba Quality Commitment is our guarantee that you're getting the utmost in advanced technology, dependability, service and support. Toshiba stands squarely behind our promise with the assurance of complete satisfaction. Everything we do contributes to that goal—from setting the industry standard for research and development, to providing instant access to Toshiba support personnel. Look around. Nothing compares to Toshiba...quality guaranteed.

**NO FINE PRINT. NO STRINGS ATTACHED.  
HERE'S HOW THE GUARANTEE WORKS.**

### FREE REPLACEMENT

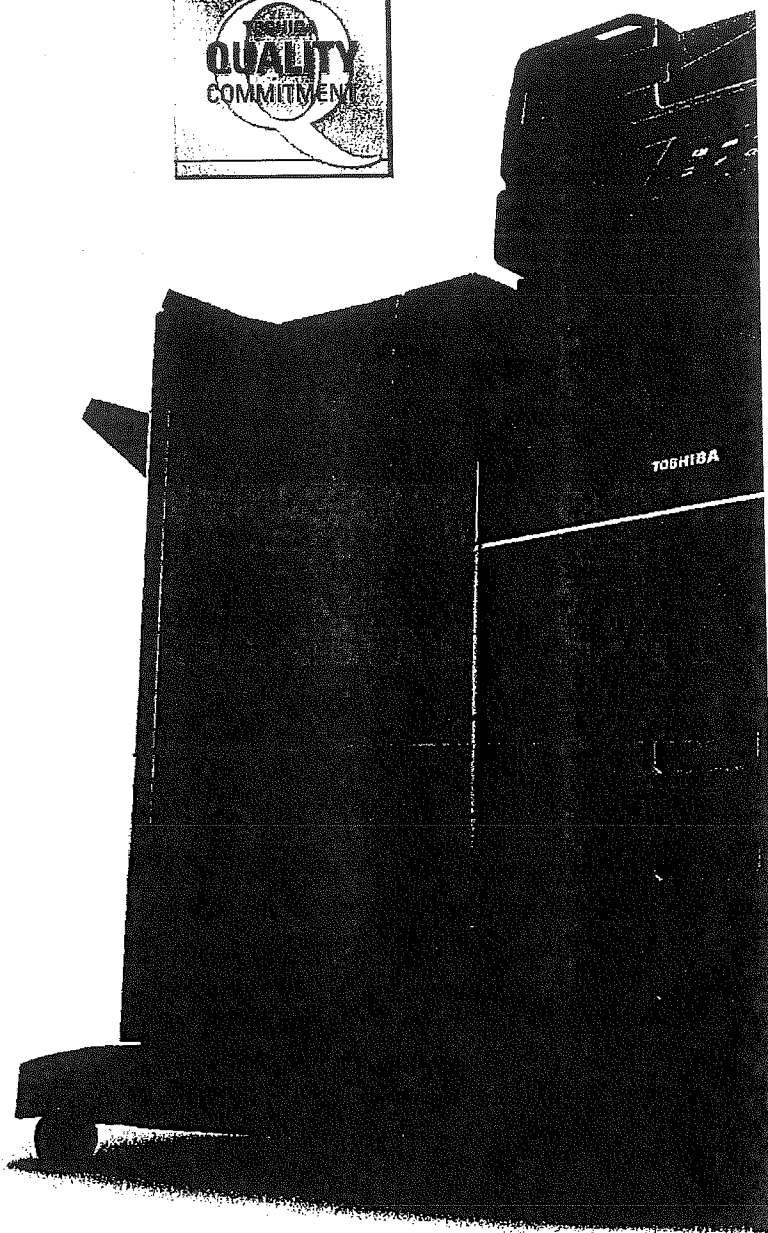
If your Toshiba manufactured copier, facsimile, printer, thermal barcode printer or its accessories do not operate within Toshiba's product specifications during the term of this program, and if the equipment cannot be repaired to perform within product specifications, Toshiba will replace the copier, facsimile, printer, thermal barcode printer or accessory at no charge with a model of equal or better features and specifications.

### FREE LOANER

If your Toshiba manufactured copier, facsimile, printer or thermal barcode printer is out-of-service more than two (2) consecutive business days after notifying your Authorized Toshiba Servicing Dealer or requires off-site service, a loaner copier, facsimile, printer or thermal barcode printer will be provided by the Authorized Toshiba Servicing Dealer at no additional charge.

### TERM OF PROGRAM

The term of this program is: a) for purchased equipment, three years from equipment installation date or maximum number of copies as stated in the product specifications, whichever occurs first; or b) for leased or rental equipment, three years or the length of the original lease starting from the equipment installation date, whichever is longer.



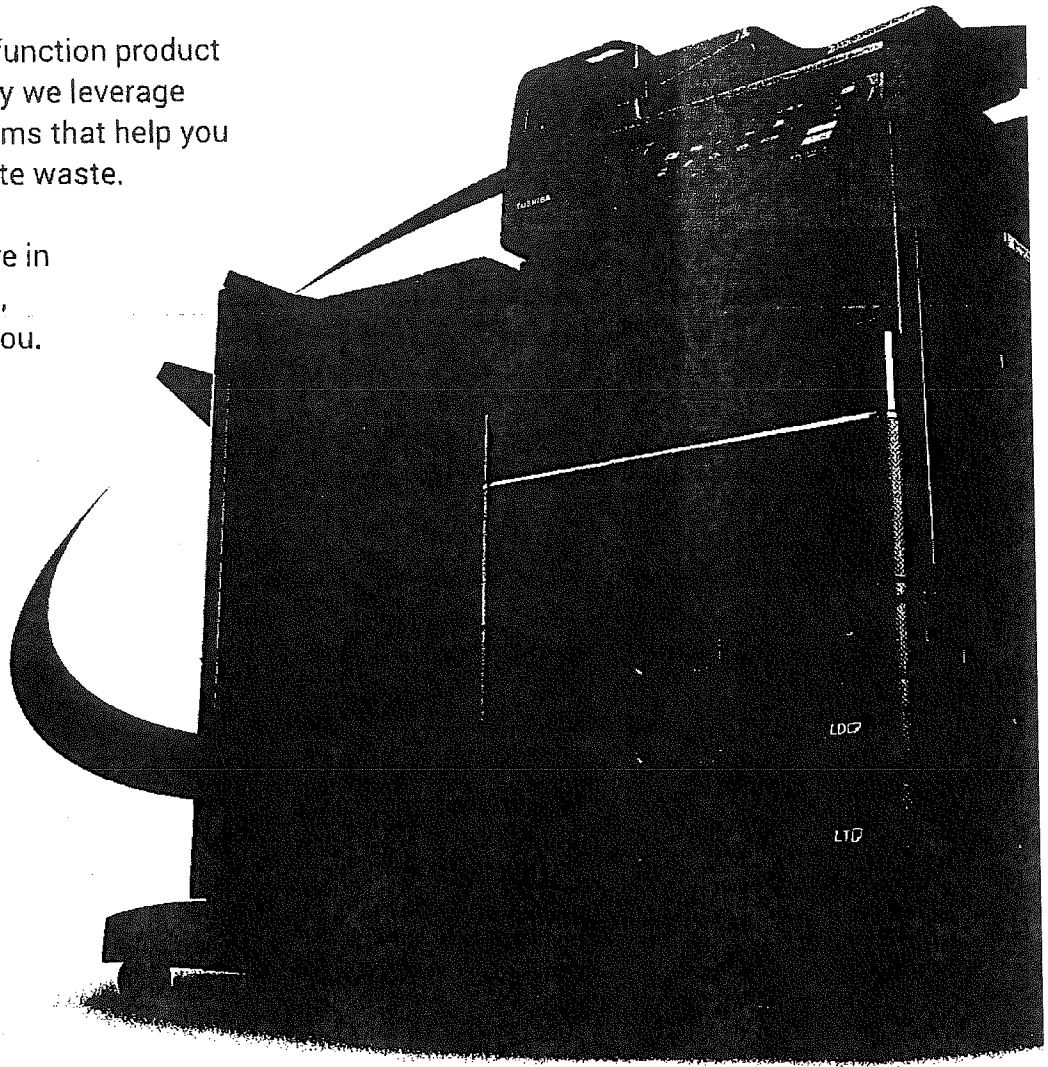
**TOSHIBA**



## **EMPOWERING THE ART OF INTEGRATED SOFTWARE SOLUTIONS**

Toshiba understands the multifunction product is just the beginning. That's why we leverage innovative software and programs that help you increase efficiency and eliminate waste.

No matter what industry you are in or the size of your organization, we have the right solution for you.



## QUICK, EASY, SECURE ACCESS

All Toshiba MFPs come equipped with e-BRIDGE productivity enhancement tools which enable quick, easy and secure access to commonly used business collaboration tools. But the productivity doesn't stop there. We've selected leading solutions providers to deliver integrated e-BRIDGE certified solutions that will meet all of your print, document management, and content needs. Toshiba is your one-stop solutions provider.

### DOCUMENT CAPTURE

- Easily capture and convert paper documents to electronic files
- Securely manage and share data
- Convert hard copies into a variety of formats, including PDF, TIFF, JPG, and more
- Create searchable and editable files

### DOCUMENT WORKFLOW

- Increase productivity by minimizing steps in current workflows
- Centralize documents for easy retrieval
- Promote collaboration through enhanced capabilities
- Provide enhanced data security and compliance features
- Share secure information through fax or file transfer

### PRINT MANAGEMENT

- Track, measure, and monitor document output
- Ensure efficient use and control of print devices
- Introduce rules-based printing to reduce office output
- Save money while saving the environment with eco-conscious solutions

### SECURITY

- Keep confidential documents secure
- Prevent unauthorized device access
- Securely store print jobs until they are ready to be collected
- Release jobs via authentication
- Capture walk-up copy usage

### MOBILE PRINTING

- Access business data anytime, anywhere
- Create, access, share and print content
- Maximize office efficiency with increased accessibility and on-the-go printing
- Improve office collaboration with intelligent cloud-based print / scan solutions
- Support dedicated mobile and security features required by BYOD policies



Addendum to Agreement # 2917657 and any future supplements/schedules thereto, between Boone County Board of Education, as Customer ("Customer") and Toshiba Financial Services, as Lessor. The words "you" and "your" refer to Customer. The words "we" and "us" refer to Lessor. In the event of any conflict between the terms and conditions of the Agreement and this Addendum, the terms and conditions of this Addendum shall control, and in the event of any conflict between the general provisions of this Addendum and any provision of this Addendum that expressly applies to you only if you are a political subdivision, county, city, or school district of specific state ("State-Specific Provision"), then the State Specific Provision shall control.

1. The parties wish to amend the above-referenced Agreement by adding the following language:

**REPRESENTATIONS AND WARRANTIES OF CUSTOMER:** You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period, from now until the end of the term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.

**INITIAL TERM AND RENEWAL TERM(S):** The term of the Agreement consists of an initial term beginning on the date we pay Supplier and ending at the end of your fiscal year in which we pay Supplier, and a series of renewal terms, each co-extensive with your fiscal year. Except to the extent required by applicable law, if you do not exercise your right to terminate the Agreement under the Non-Appropriation or Renewal paragraph as of the end of any fiscal year, the Agreement will be deemed automatically renewed for the next succeeding renewal term.

An election by you to terminate the Agreement under the Non-Appropriation or Renewal paragraph is not a default.

Notwithstanding anything to the contrary set forth in the Agreement, if we cancel the Agreement following a default by you, we may require that you pay the unpaid balance of Payments under the Agreement through the end of your then-current fiscal year, but we may not require you to pay future Payments due beyond that fiscal year or the anticipated residual value of the Equipment. If we sell the Equipment following a default by you, you will not be responsible for a deficiency, except to the extent of our costs of repossession, moving, storage, repair and sale, and our attorneys' fees and costs.

**NON-APPROPRIATION OR RENEWAL:** If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.

**SUPPLEMENTS; SEPARATE FINANCINGS:** To the extent applicable, in the event that the parties hereafter mutually agree to execute and deliver any supplement or schedule

("Supplement") under the above-referenced Agreement, such Supplement, as it incorporates the terms and conditions of the Agreement, shall be a separate financing distinct from the Agreement or other Supplements thereto. Without limiting the foregoing, upon the occurrence of an event of default or a non-appropriation event with respect to the Agreement or a Supplement (each, a separate "Contract"), as applicable, we shall have the rights and remedies specified in the Agreement with respect to the Equipment financed and the Payments payable under such Contract, and we shall have no rights or remedies with respect to Equipment financed or Payments payable under any other Contract unless an event of default or non-appropriation event has also occurred under such other Contract.

2. The parties wish to amend the above-referenced Agreement by restating certain language as follows:

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from this Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you are responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of this Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document."

Any provision in the Agreement stating that this Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "Unless the purchase option is \$1.00 or \$101.00, you agree to send us written notice at least 30 days before the end of the final renewal term that you want to purchase or return the Equipment, and you agree to so purchase or return the Equipment not later than the end of the final renewal term. If you fail to so purchase or return the Equipment at or before the end of the final renewal term, you shall be a holdover tenant with respect to this Agreement and the Equipment, and this Agreement shall renew on a month-to-month basis under the same terms hereof until the Equipment has been purchased or returned."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement and any supplements hereto. You authorize and ratify our filing of any financing statement(s) and the naming of us on any vehicle title(s) to show our interest."

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under this Agreement when due or you fail to perform in accordance with the covenants, terms and conditions of this Agreement; (ii) you make or have made any false statement or misrepresentation to us; or (iii) you dissolve, liquidate, terminate your existence or are in bankruptcy."

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

**3. If your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies:** Unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement; provided, however, that if you are a political subdivision of any of the States of Colorado, Georgia, Louisiana, Minnesota, Ohio or Oklahoma, and if your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, title to the Equipment shall be in our name, subject to your interest under the Agreement.

**4. With respect to any "Financed Items," the following provisions shall be applicable to such Financed Items:**

This Addendum concerns the granting to you of certain software and/or software license(s) ("Licensed Software"), the purchase by you of certain software components, including but not limited to, software maintenance and/or support ("Products") and/or the purchase by you of certain implementation, integration, training, technical consulting and/or professional services in connection with software ("Services") (collectively, the "Financed Items") from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as further described in the agreement(s) between you and Supplier (collectively, the "Product Agreement"). For essential governmental purposes only, you have requested and we have agreed that instead of you paying the fees pursuant to the Product Agreement to Supplier for the Financed Items, we will satisfy your obligation to pay such fees to Supplier, and in consideration thereof, you shall repay the sums advanced by us to Supplier by promptly making certain installment payments to us, which are included in the Payments set forth in the Agreement.

To the extent permitted by law, you grant us a security interest in the license(s), including without limitation, all of your rights in the Licensed Software granted thereunder, the Products, all rights to payment under the Product Agreement, the Financed Items, and all proceeds of the foregoing to secure all amounts you owe us under this Agreement. You authorize and ratify our filing of any financing statement(s) to show our interest.

Ownership of any Licensed Software shall remain with Supplier thereof. All Financed Items shall be provided by a Supplier unrelated to us, and your rights with respect to such Financed Items shall be governed by the Product Agreement between you and Supplier, which shall not be affected by this Agreement. IN NO EVENT SHALL WE HAVE ANY OBLIGATION TO PROVIDE ANY FINANCED ITEMS, AND ANY FAILURE OF SUPPLIER TO PROVIDE ANY FINANCED ITEMS SHALL NOT EXCUSE YOUR OBLIGATIONS TO US IN ANY WAY. YOU HAVE SELECTED SUPPLIER AND THE FINANCED ITEMS BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE FINANCED ITEMS. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR AS TO ANY PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS OR ANY OTHER ISSUE IN REGARD TO THE FINANCED ITEMS. YOU HEREBY WAIVE ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT LIABILITY OR ABSOLUTE LIABILITY IN TORT) THAT YOU MAY HAVE AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR ANY OTHER DAMAGES) OR EXPENSE CAUSED BY THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT OR A TERMINATION OF THE FINANCED ITEMS

PURSUANT TO AN EVENT OF DEFAULT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST.

The following shall be additional events of default under the Agreement: (i) you fail to perform in accordance with the covenants, terms and conditions of the Product Agreement, or (ii) the Product Agreement is terminated, suspended, materially restricted or limited.

The following shall be additional remedies we have for your default under the Agreement: We shall have the right to: (a) cause the termination of the Financed Items and you irrevocably consent to such termination of the Financed Items by Supplier; and (b) require you to immediately stop using the Financed Items (regardless of whether you are in default under the Product Agreement) and you shall, at our option, either deliver to us a certification executed by a duly authorized officer certifying that you have ceased use of the Financed Items or deliver the Financed Items to a location designated by us. In the event you are entitled to transfer the right to use the Financed Items to any third party, you hereby agree to transfer any such right to use the Financed Items to any third party selected by us and acknowledge that you shall have no right to fees payable by any third party in connection with such transfer. However, we shall not be required to mitigate our damages caused by a default by transferring any Financed Items to a third party.

**5. If you are a political subdivision of the State of Arizona, the following applies:** We understand that you may cancel the Agreement within three years after the start date of the Agreement if any person significantly involved in negotiating, drafting, securing or obtaining the Agreement for or on your behalf becomes, during the term of the Agreement, our employee or agent or becomes, during the term of the Agreement, a consultant to us with respect to the subject matter of the Agreement.

**6. If you are a school district in the State of California and your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies:** You will be deemed to have acquired title to the Equipment from the Supplier on the date we pay for it, and you hereby sell, transfer and convey the Equipment to us on that date. You represent to us that the resolution of your governing body authorizing the execution and delivery of the Agreement contained a finding that the Equipment is a major item of equipment or data processing equipment and that the sale and leaseback of the Equipment was the most economical means of providing the Equipment to you.

**7. If you are a political subdivision of the State of Florida, the following applies:** We agree that there is no intention to create under the Agreement a right in us to dispossess you involuntarily of your interests in or the right of use of the Equipment. We hereby irrevocably waive any right to specific performance of your covenant to return possession of the Equipment to us if you default or exercise your right not to appropriate funds to make Payments. We acknowledge that Payments may not be payable from ad valorem taxes, and in no event may we compel the use of ad valorem taxing power for you to make Payments.

If the end-of-term option for the Agreement is the purchase of all Equipment for \$1.00 or \$101.00, you agree that you will give all notices and file all reports with the State Division of Finance as may be required in connection with the Agreement by Florida Statutes Annotated Section 218.38 and the rules adopted thereunder.

**8. If you are a county of the State of Florida and your end-of term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies:** If the term of the Agreement exceeds five (5) years, you represent and covenant to us that Payments will be paid from sources other than ad valorem taxes, and that the Agreement has been approved by our Board of County Commissioners.

**9. If you are a political subdivision in the State of Georgia, the following applies:** You represent to us that your acquisition or lease (or other financing) of the Equipment has not been the subject of a referendum or a proposed issuance of bonded debt which failed to receive the approval of your voters within the four calendar years immediately preceding the start date of the Agreement.

**10. If you are a school district in the State of Georgia, the following applies:** The term of the Agreement will consist of an original term, which will commence on the date we pay the Supplier and will continue through the end of the then-current calendar year, and a series of renewal terms, each having a duration of one calendar year. You will have the right to terminate the Agreement pursuant to the Non-Appropriation or Renewal paragraph at the end of each calendar year, and at the end of each fiscal year, if sufficient funds are not appropriated for such fiscal year or calendar year to make Payments. If you do not exercise your right to terminate this Agreement pursuant to the Non-Appropriation or Renewal paragraph at the end of any calendar year or fiscal year, the Agreement will be deemed to have been automatically renewed for the next calendar year or fiscal year, as applicable.

**11. If you are a political subdivision of the State of Idaho, the following applies:** If you are required under the Agreement to make any payments to us (other than a Payment) during any fiscal year during the term of the Agreement in the event of (a) a late payment charge for Payments, (b) an advance by us which you are required to repay, (c) an indemnity payment you owe to us, or (d) any other additional payment obligation you owe to us under the Agreement (collectively, the "Additional Payments"), the Additional Payments shall be

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.



payable solely from legally appropriated funds available for such fiscal year ("Available Funds"). To the extent Available Funds are not available for such fiscal year for payment of the Additional Payments, then the Additional Payments shall be subject to appropriation for the following fiscal year, or the fiscal year following the final fiscal year of the term of the Agreement, if the Additional Payment was incurred in the final fiscal year of the term of this Agreement. Failure to so appropriate the Additional Payments for the following fiscal year in each such case shall be a non-appropriation described in the Non-Appropriation or Renewal paragraph of the Agreement, providing the remedies to us for such an event in said paragraph. You will not be entitled to prepay the Agreement or to exercise your option to purchase the Equipment at the end of the term of the Agreement so long as any Additional Payments are outstanding and unpaid.

12. If you are a political subdivision of the State of Kansas, the following applies: We agree that you are obligated only to pay Payments under the Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the then-current fiscal year, or funds made available from any lawfully operated revenue producing source. If you are a school district, you represent and warrant to us that your Board of Education, by resolution approved by a majority of members of the Board of Education, has elected to omit the mandatory contract provisions prescribed by the Kansas Department of Administration in form DA-146a, as amended, from the Agreement, and such provisions are hereby so omitted; provided, however, that this election does not authorize the omission from the Agreement of the provisions of Kansas Statutes Annotated ("K.S.A.") § 72-1146 (related to indemnification and hold harmless provisions) or § 72-1147 (applicable law shall be Kansas law and applicable courts shall be Kansas courts), as amended. To the extent that the terms of the Agreement is in conflict with the terms of K.S.A. § 72-1146 or K.S.A. § 72-1147, the terms of K.S.A. § 72-1146 and K.S.A. § 72-1147 shall prevail.

13. If you are a political subdivision of the State of Kentucky and your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies: You represent to us that you have in connection with the Agreement given all notices to and obtained all consents from the state local debt officer (or in the case of a school district, the chief state school officer) required by applicable law.

14. If you are a school district of the State of Missouri and your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies: You represent to us that Payments under the Agreement will be paid from the capital outlay fund, and that sufficient funds necessary to make Payments required under the Agreement have been appropriated to the capital outlay fund for the fiscal year that includes the commencement date of the Agreement.

15. If you are a political subdivision of the State of Nevada, the following applies: You represent to us that, to the extent required by applicable law (a) the Agreement has been approved by the Executive Director of the Nevada Tax Commission, (b) the Agreement was approved by resolution of your governing body, and such resolution was approved by two-thirds of the members of such governing body, and (c) the resolution approving the Agreement was in form that complies with Nevada Revised Statutes Section 350.087, including the required findings of fact, and was published in accordance with the requirements of Section 350.087. To the extent required by applicable law, you agree to update your plan for capital improvements in accordance with the requirements of Nevada Revised Statutes Section 350.091.

16. If you are a school district of the State of New Jersey, the following applies: You represent to us that (a) you have complied with all rules and regulations of the New Jersey State Board of Education applicable to the leasing of the Financed Items under the Agreement, (b) you have complied with and will continue to comply with all rules and regulations related to New Jersey Statute 18A:18A-4.6, (c) you are not entering into the

Agreement to finance maintenance, guarantees, or verification of guarantees of energy conservation measures, and (d) you will not except out the Agreement from any budget or tax levy limitation otherwise provided by law.

17. If you are a political subdivision of the State of New York, the following applies: The Agreement shall be deemed executory only to the extent of monies appropriated and available for the purpose of the Agreement, and no liability on account hereof shall be incurred by you beyond the amount of such monies. The Agreement is not your general obligation. Neither your full faith and credit nor your taxing power are pledged to the payment of any amount due or to become due under the Agreement. It is understood that neither the Agreement nor any representation by any public employee or officer created any legal or moral obligation to appropriate or make monies available for the purposes of the Agreement.

18. If you are a political subdivision of the State of Oklahoma, the following applies: The Agreement will terminate at the end of each fiscal year unless you and we ratify the renewal thereof, and any such termination will be treated as a non-appropriation under the Non-Appropriation or Renewal paragraph of the Agreement.

19. If you are a political subdivision of the Commonwealth of Pennsylvania, the following applies: You represent to us that you have complied with the Pennsylvania Local Government Unit Debt Act, Pa. Cons. Stat. tit. 53, Sections 8001 to 8049 (including filing of debt statement and advertisement of proposed financing) in connection with the Agreement.

20. If you are a political subdivision of the State of South Dakota, the following applies: You represent to us that the Agreement has been approved by the requisite number of members of your governing body. If you are a school district, you represent and covenant to us that all Payments under the Agreement will be paid from your capital outlay fund and that you have not received any petitions from your voters requesting voter approval of the Agreement, and the time for filing such petitions has expired.

21. If you are a school district in the State of West Virginia, the following applies: Any action, suit or proceeding arising out of or relating to the Agreement shall be tried in the West Virginia Court of Claims, and we hereby consent to the jurisdiction and venue in such court. You will have no obligation to pay any taxes associated with the use, ownership or acquisition of the Equipment unless the use, ownership or acquisition of the Equipment is determined by final non-appealable judicial order to be subject to taxation, in which event you shall, to the extent permitted by applicable law, pay such taxes. If you receive notice from any taxing authority alleging that the Equipment is subject to property taxes, you will (a) give prompt written notice to us, (b) contest such allegations by proper proceedings, and (c) to the extent permitted by applicable law, and without prejudice to the position that the Equipment should be exempt from all property taxes, establish reserves for the payment of such taxes as required by general accepted accounting principles. We understand that you do not waive the benefit of any statute of limitations governing the time in which we may bring suit against you under the Agreement. You will not be obligated to pay any attorneys' fees incurred by us in connection with any suit, action, proceeding or other exercise of remedies under the Agreement absent a final, non-appealable order of a court of competent jurisdiction awarding attorneys' fees to us. We agree not to repossess the Equipment following a default or non-appropriation under the Agreement without giving seven (7) days prior written notice to you. Following the repossession or return of the Equipment as a result of a default or non-appropriation, you will have the right to acquire or lease similar property without restriction. We understand that the Agreement is a public record under the West Virginia Freedom of Information Act.

By signing this Addendum, Customer acknowledges the applicable changes noted above are incorporated by reference into the Agreement. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer. Customer has caused this Addendum to be executed by its duly-authorized officer as of the date below.

**Toshiba Financial Services**

Lessor

Signature

Title

Date

**Boone County Board of Education**

Customer

X

Signature

Title

Date

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

# TOSHIBA

BUSINESS SOLUTIONS

## LEASE WITH MAINTENANCE SUPPLEMENT

# TOSHIBA

FINANCIAL SERVICES

SUPPLEMENT NUMBER

APPLICATION NUMBER

AGREEMENT NUMBER

500-0605676-000

### CUSTOMER CONTACT INFORMATION

Legal Company Name: Boone County Board of Education

Fed. Tax ID#: 61-6001252

Contact Person: Stephanie Hagerty

Bill-To Phone: (859) 534-4000

Bill-To Fax:

Billing Address: 6515 CAMP ERNST RD

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.	STARTING METER
PaperCut MF	PAPERCUTDIRECTSYS		
Card Readers - Elatec	ELATECSYS		

☐ See attached form (Schedule "A") for Additional Equipment ☐ See attached form (Billing Schedule) for Additional Equipment/Payment Schedule

### EQUIPMENT REMOVED FROM ABOVE-REFERENCED AGREEMENT AND/OR PREVIOUS SUPPLEMENT(S), AS APPLICABLE

ITEM DESCRIPTION	MODEL NO.	SERIAL NO.	ENDING METER

### TERM (Complete One Term Option)

60 Mos. Standalone - Term applies to this Supplement only.

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 (Complete One Payment Option) (Note: The lease contract payment period is monthly unless otherwise indicated.)

Payment Amount\*: \$ 100.00 (amounts due under this Supplement only). \*plus applicable taxes Origination Fee: Up to \$99.00

Consolidated Payment Amount\*: \$ (amounts due under this Supplement, the above-referenced Agreement, and/or previous supplement(s), as applicable).

### ALLOWANCES & EXCESS IMAGES (Select One Option) (Note: If no box is checked, then Allowances and Excess Images shall apply to the Equipment on this Supplement only.)

<input checked="" type="checkbox"/> Amounts apply to the Equipment on this Supplement only.	B&W Images Included	Excess B&W Images billed at*: \$
<input type="checkbox"/> Amounts apply to the Equipment on this Supplement, together with the Equipment listed on the above-referenced Agreement and/or previous supplement(s), as applicable.	Color Images Included	Excess Color Images billed at*: \$
	Scan Images Included	Excess Scan Images billed at*: \$
Excess Images billed: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually	B&W Print Images Included	Excess B&W Print Images billed at*: \$
	Color Print Images Included	Excess Color Print Images billed at*: \$

### 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, to establish a separate agreement as to the Equipment described herein. 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. 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:



**STATE AND LOCAL GOVERNMENT  
LICENSED SOFTWARE, PRODUCTS AND/OR SERVICES  
& \$1.00 PURCHASE OPTION ADDENDUM**

**AGREEMENT #  
2917657**

Addendum to Agreement # 2917657, between Boone County Board of Education, as Customer and Toshiba Financial Services, as Lessor. The words "you" and "your" refer to Customer. The words "we," "us" and "our" refer to Lessor. The parties wish to amend the above-referenced Agreement by adding the following language:

**Purchase Option:** Notwithstanding anything in the Agreement to the contrary, provided no event of default, non-appropriation or nonrenewal under the Agreement, as applicable, has occurred and is continuing, you shall have the option to purchase the Equipment at the end of the term for \$1.00. Unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

**With respect to the Equipment that is identified as "Financed Items," the following provisions shall be applicable to such Financed Items:**

This Addendum concerns the granting to you of certain software and/or software license(s) ("Licensed Software"), the purchase by you of certain software components, including but not limited to, software maintenance and/or support ("Products") and/or the purchase by you of certain implementation, integration, training, technical consulting and/or professional services in connection with software ("Services") (collectively, the "Financed Items") from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as further described in the agreement(s) between you and Supplier (collectively, the "Product Agreement"). For essential governmental purposes only, you have requested and we have agreed that instead of you paying the fees pursuant to the Product Agreement to Supplier for the Financed Items, we will satisfy your obligation to pay such fees to Supplier, and in consideration thereof, you shall repay the sums advanced by us to Supplier by promptly making certain installment payments to us, which are included in the Payments set forth in the Agreement.

To the extent permitted by law, you grant us a security interest in the license(s), including without limitation, all of your rights in the Licensed Software granted thereunder, the Products, all rights to payment under the Product Agreement, the Financed Items, and all proceeds of the foregoing to secure all amounts you owe us under this Agreement. You authorize and ratify our filing of any financing statement(s) to show our interest.

Ownership of any Licensed Software shall remain with Supplier thereof. All Financed Items shall be provided by a Supplier unrelated to us, and your rights with respect to such Financed Items shall be governed by the Product Agreement between you and Supplier, which shall not be affected by this Agreement. IN NO EVENT SHALL WE HAVE ANY OBLIGATION TO PROVIDE ANY FINANCED ITEMS, AND ANY FAILURE OF SUPPLIER TO PROVIDE ANY FINANCED ITEMS SHALL NOT EXCUSE YOUR OBLIGATIONS TO US IN ANY WAY. YOU HAVE SELECTED SUPPLIER AND THE FINANCED ITEMS BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE FINANCED ITEMS. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR AS TO ANY PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS OR ANY OTHER ISSUE IN REGARD TO THE FINANCED ITEMS. YOU HEREBY WAIVE ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT LIABILITY OR ABSOLUTE LIABILITY IN TORT) THAT YOU MAY HAVE AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR ANY OTHER DAMAGES) OR EXPENSE CAUSED BY THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT OR A TERMINATION OF THE FINANCED ITEMS PURSUANT TO AN EVENT OF DEFAULT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST.

The following shall be additional events of default under the Agreement: (i) you fail to perform in accordance with the covenants, terms and conditions of the Product Agreement, or (ii) the Product Agreement is terminated, suspended, materially restricted or limited.

The following shall be additional remedies we have for your default under the Agreement: We shall have the right to: (a) cause the termination of the Financed Items and you irrevocably consent to such termination of the Financed Items by Supplier; and (b) require you to immediately stop using the Financed Items (regardless of whether you are in default under the Product Agreement) and you shall, at our option, either deliver to us a certification executed by a duly authorized officer certifying that you have ceased use of the Financed Items or deliver the Financed Items to a location designated by us. In the event you are entitled to transfer the right to use the Financed Items to any third party, you hereby agree to transfer any such right to use the Financed Items to any third party selected by us and acknowledge that you shall have no right to fees payable by any third party in connection with such transfer. However, we shall not be required to mitigate our damages caused by a default by transferring any Financed Items to a third party.

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

**Toshiba Financial Services**

Lessor

Signature

**Boone County Board of Education**

Customer

X

Signature

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

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Title

Date

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Title

Date

## LESSEE'S COUNSEL'S OPINION

[To be provided on letterhead of Lessee's counsel.]

Toshiba Financial Services  
1310 Madrid Street  
Marshall, MN 56258

RE: Agreement # 2917657 between Boone County Board of Education and Toshiba Financial Services.

Ladies and Gentlemen:

We have acted as special counsel to Boone County Board of Education ("Lessee"), in connection with Agreement #2917657, dated as of [insert date on Agreement], between Boone County Board of Education, as Lessee, and Toshiba Financial Services, as Lessor, and any amendment or addendum thereto, if any (together, the "Agreement"). We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

Based upon the foregoing, we are of the opinion that, under existing law:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State.
2. Lessee has all requisite power and authority to enter into the Agreement and to perform its obligations thereunder.
3. All proceedings of Lessee and its governing body relating to the authorization and approval of the Agreement, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.
4. The Agreement has been duly executed and delivered by Lessee and constitute legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as the Lessee, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.
5. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Agreement; (b) questioning the authority of Lessee to execute the Agreement, or the validity of the Agreement (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Agreement; or (d) affecting the provisions made for the payment of or security for the Agreement.

This opinion may be relied upon by Lessor, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Agreement.

Very truly yours,

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_