SUPPLEMENT

					SUPPLEMENT NO.		MASTER AG	GREEMENT NO.
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CUSTON	MER ("you" or "your")					4		
FULL LEGAL	NAME: CITY Of G	rand Jun F. Grand	ution (TUDO	Riners	Come	AITCOM	Center.
ADDRESS:	159 Main S	t. Grand	quality	TAL, CO	81501			
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	Г	SEE ATTACHED EQUIPMENT O	R GROUP BILLING SCHEI	DUILE FOR INSTALLE	D OR REMOVED FOUR	AENT		
PAYMEN	TS (Check one of the boxes belo		NONDON DILLING BONE	JOLE FOR MOTALLE	O ON NEW DECOM			
Paym	nent relates to this Supplement only:							
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	THLY BASE PAYMENT AMOUNT:					COLOR: \$_	.045	
TOT	AL CONSOLIDATED MONTHLY IM	AGE ALLOWANCE: B&W	6500	COLOR:	2400			("PLUS TAX)
TERM (Ch	eck one of the boxes below)				NE STARE SIX			THE LEAD
The e	end of term of this Supplement is the e	nd of term of the Master Agree	ment (coterminous)					
Term:	months (applies to this Sug	oplement only)						
AGREEN	Comparison of the second s							
between Custom	oplement relates to equipment not subje ner and Owner with respect to the equip in the Master Agreement) and agrees t	ment referenced herein, separat	e and distinct from the M	laster Agreement. C	customer agrees to be bo	und by the term	is of this Supplement	nt (which includes the
provision in this l	Supplement shall control.	The United in It It It It It It		and a second	and the second		and de la contraction and the contraction	
If this Sup forth above as of	pplement relates to equipment subject to I the date Owner accepts this Supplement	b the Master Agreement (i.e. rep nt. Except as specifically modified	laced or removed equips I by this Supplement, all o	nent and/or paymen other terms and con	it modifications), the Mas ditions of the Master Agre	ter Agreement s ement remain in	shall be modified or full force and effect	supplemented as set
	ER'S AUTHORIZED S			5 A				
ONCE YOU SIG	IN THIS SUPPLEMENT AND OWNER	ACCEPTS IT, THIS SUPPLEM	MENT WILL BE NON-C	ANCELABLE FOR	THE FULL TERM.			
(As State	d Above)	X It	lah C /	1/	Nicholas C	1	2	2-8-11
Ins orace	CUSTOMER		SIGNATURE	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	PRINT	NAME & TITLE	surve	DATE
OWNER	("we", "us", "our")				and the second			Lot In Sector
	OWNER		SIGNATURE		PRINT	NAME & TITLE		DATE
UNCOND	ITIONAL GUARANTY							
	, jointly and severally if more than one,	unconditionally guarantee(s) that	t the Customer will time	v perform all obligat	ions under this Supplem	ent. The undersi	uned also waive(s)	any notification if the
Customer is in de	efault and consent(s) to any extensions	or modifications granted to the C	uslomer. In the event of a	default, the undersig	ned will immediately pay	all sums due un	der the terms of thi	s Supplement without
	or Owner's assignee to proceed against ion, venue, and choice of law as stated							
this Supplement,	waive(s) a jury trial and transfer of venu	e, and authorize(s) obtaining cred	lit reports.	1000 1000 1000 1000 1000 1000 1000 100				
SIGNATURE:	X		INDIVIDUAL;				DATE:	
SIGNATURE:	X		INDIVIDUAL:				DATE:	
CERTIFIC	ATE OF DELIVERY A					1. 1.		
The Cuslomer he	reby certifies that all the equipment refer	renced herein: 1) has been receiv	ed, Installed, and inspect	ed, and 2) is fully op	verational and uncondition	ally accepted.		
SIGNATURE:	X		NAME & TITLE:				DATE:	



APPLICATION NO

CONTRACT NO

4141 Colorado Blvd - Denver, CO 80216 - Phone 303.295.0741 - Fax 303.298.0102

This document is written in "Plain English". The words you and your refer to the customer. The words Owner, we, us and our refer to All Copy Products, Inc. Every attempt has been made to allminate confusing language and create a simple, easy-to-read document.

CUSTOMER INFORMATIC	DN				TRU AND ALL AND A LOCAL DE	
Full Legal Name			Alexandre and	Street Address		Suite No.
City of Gr	and Jun	ction		250 N. 5th 5	treet	
City	1.	State		Phone	2	Fax
Billing Name (If different from above		CO 8	1501	970-244-153 Billing Address	5	
C				-		Suite No.
city	6	State	Zip	Fame		
		State	cip		1	
Equipment Location (If different fro	om abovel			nickj@gjei	ty.org	
Two Rivers		ion Center	CTRCC) 159 Main Stre	et, Grand	L JLY, CO, 81501
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ALL COPY PRODUCTS PAGE MANAGEMENT AGREEMENT TERMS & CONDITIONS

Gleen

1. AGREEMENT: You agree to rent from us the personal property described under "MAKE/MODEL NO./ACCESSORIES" and as modified by supplements to this Master Agreement from time to time signed by you and us (such property and any upgrades, replacements, repairs, and additions referred to as "Equipment") for business purposes only. You agree to all of the terms and conditions contained in this Agreement and any supplement, which together are a complete statement of our Agreement regarding the listed Equipment ("Agreement") and supersedes any purchase order or outstanding invoice. This Agreement may be modified only by written agreement and not by course of performance. This Agreement becomes valid upon the date it is accepted and signed by us ("Commencement Date") and continues thereafter for the number of consecutive months shown. As you will have possession of the property from the date of its delivery, if we accept and sign this Agreement you will pay us interim rent for the period from the date the Equipment is delivered to you until the first billing date, as reasonably calculated by us based on the Rental Payment, the number of days in that period and a month of 30 days. The term will be extended automatically for successive 12 month terms unless you send us written notice between ninety (30) and one hundred fifty (150) days before the end of any term of your intent to return the Equipment AND complete the return within 30 days of the end of term. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You authorize us to insert or correct raising information on this Agreement including your proper legal name, serial numbers and any other numbers describing the Equipment. You agree to provide updated annual and/or-quarterly-financial statements to us upon request. Your failure to sign the Delivery and Acceptance Form does not change or affect your obligation to purchase and pay for Equipment pursuant to the terms of any other contract or agreement you may have entered into with Us or your supplier. The original of this Agreement shall be that copy which bears a facsimile or original of Your signature and which bears Our original signature. one (1)

2. RENT: Rent will be payable in installments, each in the amount of the Monthly Payment set forth on the face of this Agreement plus any applicable sales, use or property tax. If we pay any tax-on-your-behalf, you agree to reimburse us promptly along with a processing fee. You will pay the security deposit on the data you sign this Agreement. Subsequent installments will be payable on the first day of each rental payment period shown beginning after the first rental payment period or otherwise agreed. We will have the right to apply all sums received from you to any amounts due and owed to us under the terms of this Agreement.

3. MAINTENANCE AND SUPPLIES: The charges established by this Agreement include payment for the use of the designated Equipment and accessories, maintenance by Us (during normal business hours); inspection, adjustment, parts replacement, drums and cleaning material required for the proper operation, as well as black toner, color toner, and developer. Paper must be separately purchased by customer. We may charge you a Supply Freight Fee to cover our costs of shipping supplies to you.

4. OWNERSHIP OF EQUIPMENT: Except for Agreements with a \$1 out purchase option, we will have title to the Equipment (excluding software). If you have a \$1 out purchase option and/or the Agreement is deemed to be a security agreement, you grant us a security interest in the Equipment and all proceeds there-from. You agree to keep the Equipment free and clear of all liens and claims.

5. WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU 🙏 HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGEMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US.

6. LOCATION OF EQUIPMENT: You will keep and use the equipment only at your address shown above and you agree not to move it unless we agree to it. At the end of the term of this Agreement (or any renewal term), your will return the Equipment at your expense, in retail resalable condition, full working order, and in complete repair in a time and manner to a location we specify. We also have the right to inspect the Equipment at any time during normal business hours. All Copy frod we to

7. LOSS OR DAMAGE: You are responsible for the risk of loss or for any destruction of or damage to the Equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us the present value of the total of all unpaid rental payments for the full rental term plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discount at six percent (5%) per year (present value). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage.

8. COLLATERAL PROTECTION AND INSURANCE: You agree to keep the Equipment fully insured against loss with us as loss payee in an amount not less than replacement cost until this Agreement is terminated. You also agree to a general public liability insurance policy from anyone who is acceptable to us and to include us as an insured on the policy. You agree to provide us certificates or other evidence of insurance acceptable to us, before this Agreement begins or, at our sole discretion we may either; 1) obtain insurance and you will pay us for any insurance premium and related charges on which we may make a profit OR 2) we may waive the insurance requirement and charge you a monthly damage surcharge of up to .0035 of the Equipment cost and on which we also may make a profit. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF YOUR RESPONSIBILITY FOR LIABILITY INSURANCE COVERAGE ON THIS EQUIPMENT.

9. INDEMNITY: We are not responsible for any loss or injuries caused by the installation or use of the Equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for losses or injury caused by the Equipment. This indemnification will continue after the termination of this Agreement.

10. TAXES AND FEES: You agree to pay when invoiced all taxes (including personal property tax, fines and penalties) and fees relating to this Agreement or the Equipment. If we pay any of the above for you, you agree to reimburse us and pay us a processing fee for each payment we make on your behalf. You also agree to pay us any filing fees prescribed by the Uniform Commercial Code or other law and reimburse us for all costs involved in completing this transaction. On the day the first payment is due, You agree to pay us a fee of \$75.00 to reimburse our expenses for preparing financial statements, other documentation costs and all other ongoing administrative costs during the term of the Agreement. You further agree to pay us, on the day the first payment is due, a fee of \$100 to reimburse our expense for delivery and installation of the Equipment. You will indemnify us on an after-tax basis against the loss of any tax benefits anticipated at the commencement date arising out of your omissions. We reserve the right to charge a fee upon termination of this Agreement either by trade-up, buy-out, or default. Any fee charged under this Agreement may include a profit and is subject to applicable taxes. with notice

11. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBRENT THE EQUIPMENT OR THIS AGREEMENT. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign, or transfer this Agreement, the new Owner will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the rights of the new Owner will not be subject to any defenses, or set offs that you may have against us.

12. DEFAULT AND REMEDIES: If you do not pay any rental payment or other sum due to us or other party when due or if you break any of your promises in the Agreement or any other Agreement with us, you will be in default. If any part of a payment is late, you agree to pay a late charge of 15% of the payment which late or if less, the maximum charge allowed by law. If you are ever in default, we may retain your security deposit and at our option, we can terminate or cancel this Agreement and require that you pay; (1) all sums due under this agreement; (2) the unpaid balance of this Agreement (discounted at the Present Value Rate as defined in Section 7); (3) the amount of any purchase option and none is specified, 20% of the original Equipment cost which represents our anticipated residual value in the Equipment and require that you return the Equipment to a location designated by us. We may recover interest on any unpaid balance at the rate of 8% per annum. We may also use any of the remedies available under Article 2A of the Uniform Commercial Code as enacted in the State of Owner or its Assignee or any other law. If we refer this Agreement to an attorney for collection, you agree to pay our reasonable attorney's fees and actual court costs. If we have to take possession of the Equipment, you agree to pay the cost of repossession. The net proceeds of the sale of any repossessed Equipment will be credited against what you owe us under this Agreement. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT. You agree that any delay or failure to enforce our under this Agreement does not prevent us from enforcing any rights at a later time. It is further agreed your rights and remedies are governed by this Agreement and you waive customer's rights under Article 2A (508-522) of the UCC.

13. UCC FILINGS: You grant us a security interest in the Equipment if this Agreement is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument, and appoint us "your attorney-in-fact to execute and deliver such instrument, in order to show our interest in the Equipment."

14. SECURITY DEPOSIT: The security deposit is non interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions here within are complied with and provided you have not ever been in default of this Agreement per Paragraph 12, the security deposit will be refunded to you after the return of the Equipment in accordance with Paragraph 6.

15. CONSENT TO LAW, JURISDICTION, AND VENUE: This Agreement shall be deemed fully executed and performed in the state of Owner or its Assignee's principal place of business and shall be governed by and construed in accordance with its laws. If the Owner or its Assignee shall bring any judicial proceeding in relation to any matter rising under the Agreement, the Customer irrevocably agrees that any such matter may adjudged or determined in any court or courts in the State of the Owner or its Assignee's principle place of business, or in any court or courts in Customer's state of residence, or in any other court having jurisdiction over the Customer or assets of the Customer, all at the sole election of the Owner or its Assignee. The Customer hereby irrevocably submits generally and unconditionally to the jurisdiction of any such court so elected by Owner or Assignee in relation to such matters. You waive trial by jury in any action between us.

16. OVERAGES AND COST ADJUSTMENTS: You agree to comply with any billing procedures designated by us, including notifying us of the meter reading at the end of each month. At the end of the first year of this Agreement and once each successive twelve month period, we may increase your payment, and the image charge over the images included (Excess) by a maximum of 15% of the existing charge.

17. UPGRADE/DOWNGRADE PROVISION: AFTER INCEPTION OF THE AGREEMENT AND UPON YOUR REQUEST, WE MAY REVIEW YOUR IMAGE VOLUME AND PROPOSE OPTIONS FOR UPGRADING OR DOWNGRADING TO ACCOMMODATE YOUR NEEDS. 0%

FOR MUNICIPALITIES ONLY

18-A. CUSTOMER COVENANTS: You covenant and warranty that (1) it has , in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the payments scheduled to come due and meet its other obligations under the Agreement and such funds have not been expended for other purposes; and (2) that there is no action, suit, proceeding, or investigation pending, or threatened in any court or other tribunal or competent jurisdiction, state or federal or before any public board or body, which in any way would (a) would restrain or enjoin the delivery of the Agreement or the ability of you to make its Base Payments (as set out above); (b) contest or affect the authority for the execution or delivery of, or the validity of the Agreement; or (c) contest the existence and powers of you; nor is there any basis for any such action, suit, proceeding, or investigation; and (3) That the Equipment will be operated and controlled by you and will be used for essential government purposes and will to be essential for the term of the Agreement, (4) You have not previously terminated a rental for non-appropriation, except as specifically described in a letter appended hereto.

18-8. SIGNATURES: Each signor (two if monthly payment exceeds \$1,200) warrants that he/she is fully conversant with the governing relevant legal and regulatory provisions and has full power and authorization to bind you. Signor(s) for you further warrant(s) it governing body has taken the necessary steps; including any legal bid requirements, under applicable law to arrange for acquisition of the Equipment, the approval and execution has been in accordance with all applicable nd that a resolution of the governing body of you authorizing execution of the Agreement has been duly adopted and remains in full force and effect.

18-C. NON APPROPRIATION: In the event you are in default under the Agreement because: 1. Funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all of your obligations under the Agreement during said fiscal period; 2. Such non-appropriation did not result from any act or failure to act by you; 3. You have exhausted all funds legally available for all payments due under the Agreement; and 4. There is no other legal procedure by which payment can be made to Owner. Then, provided that (a) you have given Owner written notice of the occurrence of Paragraph 1 above thirty (30) days prior to the occurrence; (b) Owner has received a written opinion from your counsel verifying the same within ten (10) days thereafter; and (c) you do not directly or indirectly purchase, rent or in any way acquire any services or Equipment supplied or provided for hereunder; upon receipt of the Equipment delivered to a location designated by Owner, at your expense. Owners remedies for such default shall be to terminate the Agreement at the end of the fiscal period during which notice is given; retain the advance payments, if any; and/or sell, dispose of, hold use or rent the Equipment as Owner in its sole discretion may desire, without any duty to account to you.

25740 - 10/28/09

Page 2 of 2

NCA **Customer Initials**

Amendment

This Amendment amends that certain agreement by and between All Copy Products, Inc. ("Owner") and Grand Junction, City of ("Customer") which agreement is identified in the Owner's internal books and records as Agreement No. 1049466 (the "Agreement"). All capitalized terms used in this Amendment, which are not otherwise defined herein, shall have the meanings given to such terms in the Agreement. Owner and Customer have mutually agreed that the following modifications be made to the Agreement.

1. The sixth sentence in the section entitled "AGREEMENT" is hereby deleted in its entirety and replaced with the following:

"The term will be extended automatically month to month unless you send us written notice between fifteen (15) and thirty (30) days before the end of any term of your intent to return the Equipment AND complete the return within 30 days of the end of the term."

- 2. The ninth sentence in the section entitled "AGREEMENT" is hereby deleted in its entirety.
- 3. The section entitled "RENT" is hereby deleted in its entirety and replaced with the following:

"Rent will be payable in installments, each in the amount of the Monthly Payment set forth on the face of the Agreement plus any applicable sales, use or property tax. If we pay any tax on your behalf, you agree to reimburse us promptly along with a processing fee. Notwithstanding the foregoing, you will not be charged any property tax; nor will you be charged any sales tax provided you furnish us with documentation reflecting your current sales tax exempt status and you maintain such sales tax exempt status throughout the Agreement term. Subsequent installments will be payable on the first day of each rental payment period shown beginning after the first rental payment period or otherwise agreed. We will have the right to apply all sums received from you to any amounts due and owed to us under the terms of this Agreement."

- 4. The last sentence in the section entitled "MAINTENANCE AND SUPPLIES" is hereby deleted in its entirety.
- 5. The second sentence in the section entitled "LOCATION OF EQUIPMENT" is hereby deleted in its entirety and replaced with the following:

"At the end of the term of this Agreement (or any renewal term), All Copy Products, Inc. will return the Equipment at their expense, in retail resalable condition, full working order, and in complete repair in a time and manner to a location we specify."

6. The second sentence in the section entitled "ASSIGNMENT" is hereby deleted in its entirety and replaced with the following:

"If Owner assigns this Agreement to an unaffiliated entity, you will be notified of the assignment. If such assignment is to a third party for financing purposes, and that third party subsequently assigns its rights in the Agreement such that it is no longer acting as the servicer for the transaction (i.e., no longer administering the billing and collection of amounts due under the transaction), you will be notified of such assignment."

- 7. The last sentence in the section entitled "OVERAGES AND COST ADJUSTMENTS" is hereby deleted in its entirety.
- 8. All handwritten changes and interlineations to page 2 of the Agreement are hereby deleted in their entirety.

Except as specifically modified by this Amendment, all other terms and conditions of the Agreement remain in full force and effect. If, and to the extent there is a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control. A facsimile copy of this Amendment bearing authorized signatures may be treated as an original. This Amendment is not binding until accepted by Owner.

All Copy Products, Inc.	Grand Junction, City of (Two Revers)
By Mexil Way Aronic	By: x Mill Customer
Desiece DalerND	Nicholas Jones Buyer
Print Name & Title Date Accepted: 4/30/15	Date: 4-30-15

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