



This Agreement has been written in "Plain English". When we use the words you and your in this Agreement, we mean the user of the Equipment described below. When we use the words we, us, and our, we mean KBA Docusys. Our address is 32980 Alvarado Niles Road, Suite 820, Union City, CA 94587.

Customer Name: CITY OF EMERYVILLE
Billing Street Address/City/County/State/Zip: 1333 PARK AVENUE
Equipment Location (if different from above): See Attached
Customer Phone #: 510-450-7803
Tax ID #: 94-6000326

DESCRIPTION OF EQUIPMENT

Table with 5 columns: QUANTITY, MAKE & TYPE, MODEL, SERIAL NUMBER, LAST METER READING. Row 1: 12, KYOCERA, 7-TA5551ci, 1-TA6551ci, 3-TA3051ci, 1-M6526cidn

Installation date: _____, 200__. We agree to rent to you and you agree to rent from us the Equipment listed above. You promise to pay to us at the end of each billing period the payment for services from KBA Docusys and the use of our Equipment. If any payment is more than ten (10) days late, you agree to pay a penalty of ten percent (10%) or twenty dollars (\$20.00)(whichever is greater) and the amount overdue. The Customer agrees to pay twenty dollars (\$20.00) for each check that the bank returns for insufficient funds or other reasons.

Table with 5 columns: MINIMUM PERIOD, COPY PERIOD, PAYMENT, MINIMUM MONTHLY VOLUME, OVERAGE. Row 1: 36 MONTHS, MONTHLY, \$5,501.80, B/W: 76,000 Color: 32,000-.01/04/.07 19,200/6,400/6,400 Copies, B/W: .0095 Color: .01/.04/.07 Cents Per Copy

INSURANCE & TAXES: You are required to provide and maintain insurance related to the Equipment, and to pay any property, use, and other taxes related to this Lease or the Equipment. (See Sections 4 and 6 on page 2 of this Lease.) If you are tax-exempt, you agree to furnish us with satisfactory evidence of your exemption.

UCC & MISCELLANEOUS: You agree that we will file Uniform Commercial Code ("UCC") Documents and obtain credit bureau reports. You authorize us to sign any documents in connection with the Uniform Commercial Code on your behalf.

ADDITIONAL PROVISIONS: Overages billed quarterly.

TERMS AND CONDITIONS

BY SIGNING THIS AGREEMENT: (i) YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON THE FRONT AND SECOND PAGE OF THIS AGREEMENT, (ii) YOU AGREE THAT THIS RENTAL IS A NET RENTAL THAT YOU CANNOT TERMINATE OR CANCEL, YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS DUE UNDER THIS AGREEMENT, WITH NO OBLIGATION SUBJECT TO DEFENSE OR COUNTERCLAIM, AND YOU CANNOT WITHHOLD, SETOFF OR REDUCE SUCH PAYMENTS FOR ANY REASON, (iii) YOU WILL USE THE EQUIPMENT ONLY FOR BUSINESS PURPOSES, (iv) YOU WARRANT THAT THE PERSON SIGNING THIS AGREEMENT FOR YOU HAS THE AUTHORITY TO DO SO AND TO GRANT THE POWER OF ATTORNEY SET FORTH IN SECTION 7 OF THIS AGREEMENT, AND (v) YOU AGREE THAT THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF OWNER OR ITS ASSIGNEE'S PRINCIPAL PLACE OF BUSINESS. YOU CONSENT TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN THE STATE OF OWNER OR ITS ASSIGNEE'S PRINCIPAL PLACE OF BUSINESS. YOU WAIVE ANY RIGHTS TO A TRIAL BY JURY AND ANY AND ALL RIGHTS AND REMEDIES GRANTED YOU BY SECTION 2A 508 THROUGH 2A 522 OF THE UNIFORM COMMERCIAL CODE. THE PARTIES INTEND THIS TO BE A "FINANCE LEASE" UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.

KBA DOCUSYS

Signature lines for Owner (KBA Docusys) and Customer (City of Emeryville) with fields for Print Name & Title and Date.

ACCEPTANCE OF DELIVERY

The undersigned agrees that they have received all of the Equipment described in the Agreement dated above. The Equipment is satisfactory and installation has been fully completed.

DATED: CUSTOMER: SIGNATURE: TITLE:

GUARANTY

I, the undersigned, guarantee that the Customer will make all payments and pay all other charges required under this Agreement when they are due, and the Customer will perform all other obligations under the Agreement fully and promptly. I also agree that KBA Docusys does not need to notify me of any default under the Agreement and, in the event of default, I will pay all amounts due under the terms of the Agreement. In addition, I will reimburse KBA Docusys for any attorney fees incurred in enforcing their rights.

Table with 4 columns: INDIVIDUAL, DATE, BUSINESS, DATE. Includes Name/Title fields.

Approved As To Form
City Attorney's Office
[Signature]

1. AGREEMENT; DELIVERY AND ACCEPTANCE. You agree to rent the equipment/services and any other property described on the front of this Agreement (collectively "Equipment") on the terms and conditions shown on the front and second page. You will arrange for the delivery of the Equipment to you. When you receive the Equipment, you agree to inspect it to determine if it is in good working order. The Equipment will be deemed irrevocably accepted by you upon the earlier of: a) the delivery to us of a signed Delivery and Acceptance Certificate (if requested by us); or b) 10 days after delivery of the Equipment to you if previously you have not given written notice to us of your non-acceptance ("Acceptance Date"). The Initial Term shall commence on a date designated by us after receipt of all required documentation and acceptance by us (the "Commencement Date"). The first Rental Payment is due on or before the Commencement Date, as invoiced by us, unless in the Advance Payments box of the Term and Payment Schedule in this Agreement it is specified that 0 Advance Payments are due, in which case the first Rental Payment will be due on the date specified by us in the month following the Commencement Date, and the remaining Rental Payments will be due on the same day of each subsequent month (or such other time period specified on the front of this Agreement) at an address specified by us in writing. You promise to pay us the Minimum Monthly Payment amount, plus any Overages as stated on the front of this Agreement.

2. NO WARRANTIES. We are renting the Equipment to you "AS-IS". YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE THE EQUIPMENT, WE DO NOT REPRESENT THE MANUFACTURER, AND YOU HAVE SELECTED THE EQUIPMENT AND SUPPLIER BASED UPON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. You agree that regardless of cause, we are not responsible for and you will not make any claim against us for any damages, whether consequential, direct, special, or indirect. We transfer to you for the term of this Agreement any warranties made by the manufacturer or Supplier under a Supply Contract.

3. EQUIPMENT LOCATION; USE AND REPAIR; RETURN. You will keep and use the Equipment only at the Equipment Location shown on the front of this Agreement. You may not move the Equipment without our prior written consent. At your own cost and expense, you will keep the Equipment eligible for any manufacturer's certification, in compliance with all applicable laws and in good condition, except for ordinary wear and tear. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations, additions and replacements will become part of the Equipment and our property at no cost or expense to us. We may inspect the Equipment at any reasonable time. Within 10 days of the expiration or earlier termination of this Agreement you will deliver the Equipment to us in good condition and repair, except for ordinary wear and tear, to any place in the United States that we tell you. To the extent that any portion of the Equipment consists of software or other licensed products, you will return all tangible items of software and destroy all intangible items of software, certify in writing to us that you have complied with the above requirements, have not retained such software in any form and will not use the software after termination. You will pay all expenses of deinstalling, crating and shipping and you will insure the Equipment for its full replacement value during shipping.

4. TAXES AND FEES. You will pay all excise taxes, sales and use taxes, personal property taxes, and all other taxes and charges which may be imposed by any governmental entity during the term of this Rental, arising from the use, acquisition, ownership or renting of the Equipment. You will reimburse us for all administrative costs associated with the preparation, filing, payment, and other costs necessary to properly administer taxes associated with the Equipment. Where required by law, we will file the personal property tax returns with respect to the Equipment, and you shall pay us in advance, and at the time(s) we require, the taxes that we anticipate will be due during the year. You further agree to pay us a documentation fee to cover our expenses in processing this Agreement. If applicable, you agree to pay a supply delivery charge if billed, on a per machine basis, plus applicable taxes.

5. LOSS OR DAMAGE. As between you and us, you are responsible for any loss, theft or destruction of, or damage to, the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to us at the end of this Agreement. You are required to make all Rental Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay us the amounts specified in Section 9(b) below.

6. INSURANCE. You will provide and maintain at your expense (a) property insurance against the loss, theft or destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee, and (b) public liability and third party property insurance, naming us as an additional insured. You will give us certificates or other evidence of such insurance when requested. Such insurance will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days advance notice of any cancellation or material change of such insurance. If you do not give us evidence of insurance acceptable to us, we have the right, but not the obligation, to obtain insurance covering our interest in the Equipment for the term of this Agreement, including any renewal or extensions. We may add the costs of acquiring and maintaining such insurance, and our fees for our services in placing and maintaining such insurance from which we may earn a profit (collectively, "Insurance Charge") to the amounts due from you under this Agreement. You will pay the Insurance Charge in equal installments allocated to the remaining Rental Payments. Nothing in this Agreement will create an insurance relationship of any type between us and any other person. You acknowledge that we are not required to secure or maintain any rental insurance, and we will not be liable to you if we terminate any insurance coverage that we arrange.

7. TITLE; RECORDING. We are the owner of and will hold title to the Equipment throughout the term of this Agreement. You will keep the Equipment free of all liens and encumbrances. To protect our rights in the Equipment, in the event this Agreement is determined to be a security agreement, you grant us a first priority security interest in the Equipment (including any replacements, substitutions, additions, attachments and proceeds.) You will deliver to us such signed documents as we may request to protect our interest in the Equipment. You irrevocably authorize us to file a copy of this agreement and/or any other document as a financing statement and appoint us or our designee as your attorney-in-fact to execute and file, on your behalf if required, such financing statements covering the equipment as we may deem necessary and reimburse us for cost of such filings and lien searches.

8. DEFAULT. Each of the following is a "Default" under this Agreement: (a) you fail to pay any Rental Payment or any other payment within 10 days of its due date, (b) you do not perform any of your other obligations under this Agreement or in any other agreement with us or with any of our affiliates and this failure continues for 10 days after we have notified you of it, (c) you become insolvent, you dissolve or are dissolved, or you assign your assets for the benefit of your creditors, or enter (voluntarily or involuntarily) any bankruptcy or reorganization proceeding; (d) any guarantor of this Agreement dies, does not perform its obligations under the guaranty, or becomes subject to one of the events listed in clause (b) or (c) above.

9. REMEDIES. If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Agreement or any or all other agreements that we have entered into with you; (b) we may require you to immediately pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) all unpaid Rental Payments for the remainder of the term plus our anticipated residual interest in the Equipment, if applicable, plus (ii) all other amounts due or that become due under this Agreement; (c) we may require you to deliver the Equipment to us as set forth in Section 3 and terminate use of any software component of the Equipment; (d) we or our agent may peacefully repossess the Equipment without court order and you will not make any claims against us for damages or trespass or any other reason; and (e) we may exercise any other right or remedy available at law or in equity. You agree to pay all of our costs of enforcing our rights against you, whether in a bankruptcy proceeding or otherwise, including reasonable attorneys' fees. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You will remain responsible for any amounts that are due after we have applied such net proceeds.

10. ASSIGNMENT. YOU MAY NOT ASSIGN, SELL, TRANSFER OR SUBRENT THE EQUIPMENT OR YOUR INTEREST IN THIS AGREEMENT. We may, without notifying you, sell, assign, or transfer this Agreement and our rights to the Equipment. You agree that the new owner will have the same rights and benefits that we have now under this Agreement but not have to perform any of our obligations. The rights of the new owner will not be subject to any claim, defense or set-off that you may have against us.

11. AUTOMATIC RENEWAL. You must give us at least 90 days written notice before the end of the initial term that you will return the Equipment to us. If you do not give us such written notice or if you do not deliver the Equipment in accordance with the terms and conditions of this Agreement, this Agreement will automatically renew for an additional 12-month period, and then on a monthly basis until you deliver the Equipment to us. During such renewal(s) the Rental Payment will remain the same. We may cancel an automatic renewal term by sending you written notice 10 days prior to such renewal term. With respect to items of Equipment consisting of software, your right to continue use of such software will be subject to the applicable license agreement.

12. INDEMNIFICATION. You are responsible for any losses, damages, penalties, claims, suits and actions (collectively "Claims"), whether based on a theory of strict liability or otherwise caused by or related to (a) the manufacture, installation, ownership, use, rental, possession, or delivery of the Equipment or (b) any defects in the Equipment. You agree to reimburse us for and if we request, to defend us against, any Claims.

13. MAINTENANCE AND SUPPLIES. The charges established by this Agreement include payment for the use of the designated equipment, accessories and maintenance (during normal business hours). Paper must be separately purchased by the customer. Toner not included in this Agreement will be billed separately. If necessary, the service and supply portion of this Agreement may be assigned.

14. 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 the base usage charge per copy and the minimum monthly allowance over the base minimum by a maximum of not greater than 6% of the existing charge. You may not carry over any credits in any month in which you make fewer copies than the Minimum Copies per month. The consumable items consumption will be based on the Manufacturer's Specifications. In the event that a variance exceeds the manufacturer's specifications, KBA Docusys, as determined in our sole discretion, can adjust monies due or invoice for such discrepancies.

15. TRANSITION BILLING. In order to facilitate an orderly transaction, including installation and training and to provide a uniform billing cycle, the "Effective Billing Date" of this Agreement will be the fifteenth (15th) day of the month following installation. You agree to pay a prorated amount for the period between the installation date and the Effective Billing Date. This payment for the transition period will be based on the Rental Payment prorated on a 30-day calendar month and will be added to your first invoice.

16. MISCELLANEOUS; FAX SIGNATURES. You agree that the terms and conditions contained in this Agreement make up the entire agreement between you and us regarding the Rental of the Equipment. Any change in any of the terms and conditions of this Agreement must be in writing and signed by us. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Agreement. All of our rights and indemnities will survive the termination of this Agreement. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of interest permitted to be charged or collected by applicable law, and any such excess payment will be applied to Rental Payments in inverse order of maturity, and any remaining excess will be refunded to you. If you do not perform any of your obligations under this Agreement, we have the right, but not the obligation, to take any action or pay any amounts that we believe are necessary to protect our interests. You agree to reimburse us immediately upon our demand for any such amounts that we pay. If more than one customer has signed this Agreement, each of you agree that your liability is joint and several. Any signature, execution and delivery of any document or instrument may be satisfied in our discretion and to the extent permitted by the UCC by authentication of such document or instrument as a record within the meaning of Article 9 of the UCC. A fax version of your signature on this Agreement when received by us shall be binding upon you as if originally signed. However, this Agreement shall be binding on us when signed by us. Both you and we agree that the version of this Agreement with our original signature shall constitute the original authoritative version.



Addendum A to KBA - Emeryville, CA agreement:

September 20, 2016

Paragraph 1; there will be no Advanced Payments for the City of Emeryville.

Paragraph 3; At the expiration or termination of this agreement, KBA will DE install, create, and removal of Equipment from Customer's locations at KBA's cost. The DE installation, crating and removal will take placed at a date and time mutually agreeable to the Parities.

Paragraph 4; KBA will waive the documentation fee to the City of Emeryville.

Paragraph 4; The City of Emeryville will not accrue any additional supply delivery charge.

Paragraph 9; If any action at law or in equity s brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to its cost and reasonable attorney's fees in addition to any other relief to which said party may be entitled.

Paragraph 11; the 90 day written notice is changed to 30 day written notice. The 12 month renewal is eliminated and the agreement will automatically renew to a month to month agreement at the end of term.

Paragraph 12; You are responsible for any losses, damages, penalties, claims, suit and actions (collectively "Claims"), whether based on a theory of strict liability or otherwise caused by or related to (a) the manufacture, installation, ownership, use, rental possession, or delivery of the Equipment or (b) any defects in the Equipment. You agree to reimburse us for and if we request, to defend us against, any Claims, except to the extent that any Claims arise out of our negligence or the negligence of our assignee.

Paragraph 16; The following sentence will be deleted: "You agree, however, that the authorized, without notice to you, to supply missing information or correct errors in this agreement.

KBA Docusys, Inc. will honor the KBA Total Satisfaction Guarantee Agreement

The follow systems will be included in the KBA Service and Materials Agreement:

M2535DN, E19874, LVZ4508022, M2523DN, E20338, LVZ4609076, M6535cidn, E21889, V6D5X04365, M6535cidn, E22178, V6D6104955.


Customer Signature:

Date:

Name/Title

KBA Docusys, Inc.

Name/Title

Approved As To Form

City Attorney's Office

NONAPPROPRIATION AMENDMENT AGREEMENT

This Nonappropriation Amendment Agreement is made by and between LCA Bank Corporation or its affiliate, Lease Corporation of America, (called the "Lessor", "we" or "us" herein) and the below named lessee (called the "Lessee" or "you" herein).

WHEREAS, the Lessor and the Lessee are considering entering into a lease agreement pursuant to which Lessor will lease to Lessee certain equipment identified on the lease and its attached schedules (the "Lease"); and

WHEREAS, the Lessor and the Lessee would like to amend the Lease to agree to the terms by which the Lessee may cancel the Lease due to non-appropriation of funds.

THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Lease is amended by adding the following paragraph as Section 8A:

SECTION 8A. TERMINATION ON ACCOUNT OF NONAPPROPRIATION OF FUNDS

8A.1 Termination by Lessee. Notwithstanding any contrary provision in this Lease, Lessee may, at its option, terminate this Lease as to all (but not less than all) of the Equipment that is the subject of this Lease, as of the end of any fiscal period of Lessee, if all the following events shall have occurred and Lessor shall have received a written opinion from Lessee's counsel verifying the occurrence thereof;

(a) Funds were not appropriated for any fiscal period during the term of this Lease in an amount equal to the lease payments due during such fiscal period for the acquisition of services and functions that in whole or in part are essentially the same services and functions for which the Equipment was leased;

(b) Written notice thereof was given to Lessor within sixty (60) days of the enactment of the final budget for such fiscal year;

(c) Lessee certifies that it exhausted all funds legally available for all payments due under this Lease;

(d) Lessee properly and in a timely manner requested sufficient funds to satisfy the obligations due hereunder in each subsequent fiscal year, and Lessee diligently pursued and exercised all reasonable efforts to obtain such funds; and

(e) Lessee has paid all lease payments due during the fiscal period immediately preceding the fiscal period for which sufficient funds were not appropriated.

8A.2 Duties of Lessee Upon Such Termination. If Lessee terminates this Lease because of nonappropriation of funds in accordance with the provisions of this section, Lessee shall return the Equipment to Lessor at Lessee's sole cost and expense, together with such documents and assurances as Lessor may reasonably request, and thereupon, title to the Equipment shall immediately revert to Lessor, without any further act of conveyance, free and clear of any right, title or interest of Lessee unless Lessor elects otherwise, and all payment obligations of Lessee shall cease.

8A.3 Non-Substitution. If Lessee terminates this Lease because of non-appropriation of funds in accordance with the provisions of this section, Lessee agrees not to purchase, lease or rent equipment performing functions similar to those performed by the Equipment during the scheduled full term of this Lease and agrees not to permit functions similar to those performed through the use of the Equipment to be performed by any agency or entity affiliated with or hired by Lessee during the scheduled full term of this Lease. These restrictions shall not be applicable in the event the Equipment shall be liquidated by Lessor and Lessee shall pay to Lessor an amount equal to the total remaining lease payments due at the time of non-appropriation less any amount received by Lessor from the sale or other disposition of the Equipment after deducting reasonable expenses of the sale or disposition thereof.

This agreement shall take place as of the effective date of the Lease and shall be read and construed with the Lease as one agreement. This agreement may not be amended, modified, changed or otherwise altered without the written consent of both the Lessee and the Lessor.

Lessor: _____

Lessee: _____

(Print Lessor Name Above)

(Print Lessee Name Above)

By: _____

By: _____

← SIGN HERE

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Insurance Coverage

From:

CITY OF EMERYVILLE
1333 Park Avenue
Emeryville, CA 94608

To:

Insurance Company

Name: _____

Policy Number: _____

Address: _____

City, State and Zip: _____

Phone:

Fax:

Greetings:

We have entered into an Agreement with LCA Bank Corporation or its affiliate, Lease Corporation of America for the following equipment, with a value of \$200,000.

Equipment Copier Equipment

Equipment Location:

CITY OF EMERYVILLE
1333 Park Avenue
Emeryville, CA 94608

We are responsible for the insurance cost as well as providing coverage as identified below. Please see that we have immediate coverage and notify Lease Corporation of America, via fax 800.736.0218 in the form of a copy of the Certificate of Property Insurance and Certificate of Liability Insurance. Please list LCA as Additional Insured and Loss Payee as noted below:

**LCA Bank Corporation or its affiliate, Lease Corporation of America and or its assigns,
3150 Livernois Road, Suite 300, Troy, MI 48083**

Please do not use abbreviations.

PHYSICAL DAMAGE: Insurance is to be provided for fire, theft, extended coverage, vandalism and malicious mischief for the full value of the equipment.

If you have any questions, please do not hesitate to call Lease Corporation of America at 1.800.800.8098.

Authorized Signature

Title Date

Secretary's Certificate as to
Corporate Resolutions and Incumbency

The undersigned secretary, _____, Secretary of _____
a(n) _____ corporation (the "Corporation"), does hereby certify:

1. That he/she is the duly elected, qualified, and acting Secretary of the Corporation and has the custody of the corporate records, minutes, and corporate seal.
2. That the following named person(s) has/have been properly designated, elected, and assigned to the office in such Corporation as indicated below; that such person(s) hold(s) such office at this time and that the specimen signature appearing beside the name of such officer is his/her true and correct signature.

<i>Name</i>	<i>Title</i>	<i>Specimen Signature</i>
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. That at a meeting of the Board of Directors of the Corporation, duly called, convened, and held on _____ at which meeting a quorum was present and voted throughout, the following resolution(s) were duly adopted by said Board and said resolution(s) have not been amended, altered or repealed, and remain in full force and effect on the date hereof:

RESOLVED, that this Corporation be and hereby is authorized to enter into an Agreement with LCA Bank Corporation or our affiliate, Lease Corporation of America, and that:

<i>Name</i>	<i>Title</i>
_____	_____
_____	_____
_____	_____

of this Corporation, or any combination or one of them, be authorized for and on behalf of this Corporation as its corporate act and deed to execute and deliver the agreement and such ancillary and supporting document and instruments as may be necessary or desirable and to do any and all things necessary or desirable and make any required or requested representation, warranties or covenants on behalf of the Corporation to execute and implement the full intent and purpose of this resolution.

4. That below named secretary is one of the duly authorized and proper officers of such Corporation to make certificates in its behalf and that he/she has caused this certificate to be executed and the seal of the Corporation to be hereunto appended dated _____.

Secretary Signature

Print Name: _____

Print Title: Secretary



.....2890 North Main Street, Walnut Creek CA. 93597

September 21, 2016

Michael:

KBA Docusys, Inc. will remove all 12 Canon Systems upon delivery of the New Kyocera Systems. The removal and return of the copiers to LCA the leasing company will terminate the old contract No. 130059-002 ending the City of Emeryville's financial responsibility for that contract. The new contract will begin on the delivery of the new Kyocera systems. There will be no cost associated with the pick-up, removal and return of the old Canon systems.

KBA #	MODEL	Serial Number
16669	IRC2230	LYA01748
16666	IRC2230	LYA01798
16664	IRC2230	LYA01738
16670	IRC2230	LYA01746
16656	IR4025	HRQ07113
16624	IR1025iF	DRL71874
16617	IRC5255	JME01962
16667	IRC5255	JME01971
16659	IRC5250	JMQ02205
16627	IRC5250	JMQ02196
18301	IRC5255	JME09369
18300	IRC2230	LYA06492

Sincerely,

Bob Insalaco
Network Products Specialist
KBA Docusys, Inc

