



GE Capital

Fair Market Value - Maximum \$100,000

Lease Agreement # 7718780005

EQUIPMENT	
Equipment MFG Model & Description <u>Canon IR-5255</u> <u>Canon IR-5255</u>	Serial Number <u>JME17963</u> <u>JME18205</u>
Accessories <u>Finisher - KWD80193</u> <u>Finisher - KWD80192</u>	
<input checked="" type="checkbox"/> See attached schedule for additional Equipment / Accessories	
Billing Address: <u>227 N Bronough St. 5th Floor Tallahassee, FL 32301 (850) 488-4197</u>	Equipment Location: <u>Same as above</u>
SUPPLIER	TRANSACTION TERMS
<u>Advanced Business Systems</u> Name <u>1236 N Monroe, St.</u> Address <u>Tallahassee FL 32303</u> City State Zip	Lease Payment: \$ <u>1,595.00</u> (plus applicable taxes) Term: <u>60</u> (months) Billing Period: Monthly Document Fee: \$75.00 (included on first invoice) The following additional payments are due on the date this Lease is signed by you: Advance Payment: \$ <u>0</u> (plus applicable taxes) Applied to: <input type="checkbox"/> First <input type="checkbox"/> Last

1. **LEASE CHARGES:** Commencement of this Lease and acceptance of the Equipment described above and on any attached schedule shall occur upon delivery of the Equipment to you. You agree to inspect the Equipment upon delivery and verify such information as we may require. You agree to remit to us the Lease Payment and all other sums ("Lease Charges") when due and payable each Billing Period on the date and at the address we provide to you. Lease Payments are due whether or not you are invoiced. You agree that cash and cash equivalents are not acceptable forms of payment for this Lease. You authorize us to adjust the Lease Payments by not more than 15% to reflect any reconfiguration of the Equipment or adjustments to reflect applicable sales taxes or the cost of the Equipment by the manufacturer and/or supplier. You agree to pay or reimburse us all sales, use and property taxes and other charges in connection with this Lease or the ownership or use of the Equipment and to pay us an administrative fee for the processing of such taxes. You agree to pay a document fee of \$75.00. If a payment is not made within three (3) days of when due, you agree to pay a late charge equal to the greater of 5% of the amount due or \$35 (not to exceed the maximum amount permitted by applicable law) as reasonable collection costs. Restrictive endorsements on checks you send to us will not reduce your obligations to us. **YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION, OR SETOFF FOR ANY REASON WHATSOEVER. THIS LEASE CANNOT BE CANCELED BY YOU FOR ANY REASON, INCLUDING EQUIPMENT FAILURE, LOSS OR DAMAGE. THE SUPPLIER AND ITS REPRESENTATIVES ARE NEITHER OUR AGENTS NOR AUTHORIZED TO WAIVE OR MODIFY THE TERMS OF THIS LEASE. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL, TAX OR ACCOUNTING TREATMENT OF THIS LEASE.** Any fee that is charged under this Lease may include a profit and is subject to applicable taxes.

2. **TITLE, MAINTENANCE, INDEMNIFICATION:** We are the owner of the Equipment (excluding software). If this Lease is deemed to be a secured transaction, you grant us a first priority security interest in the Equipment to secure all of your obligations under this Lease. Without our prior written consent, you may not (a) assign any rights or obligations under this Lease, (b) sub-lease the Equipment, or (c) remove the Equipment from the address indicated above. **WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU SELECTED THE EQUIPMENT AND THE SUPPLIER.** You agree to (a) keep the Equipment in good repair, condition and working order; (b) pay all costs of maintenance, supplies, replacements and repairs to the Equipment; (c) keep the Equipment free of liens; (d) USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS, AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES; (e) give us reasonable access to inspect the Equipment, and (f) indemnify (reimburse) us for all claims, losses and liabilities, including attorney's fees and costs (including those incurred in connection with responding to subpoenas, third party or otherwise) relating to the Equipment including its use, condition or possession. This indemnity shall continue after the Term for acts or omissions which occurred during the Term. We may increase the Lease Payments to offset the loss of any tax benefits caused by your acts or omissions or a change in the applicable tax laws.

3. **RISK OF LOSS, INSURANCE:** You are responsible for and accept the risk of loss or damage to the Equipment. If any item of Equipment is lost, stolen or damaged, you shall repair the item or replace the item with a comparable item reasonably acceptable to us. No such loss or damage shall relieve you from your payment obligations under this Lease. At your own expense, you agree to: (a) keep the Equipment insured against all risks of physical loss or damage for its full replacement value, naming us as loss payee, and (b) maintain public liability insurance, covering personal injury and Equipment damage for not less than \$300,000 per occurrence, naming us as additional insured. The policy must be issued by an insurance carrier acceptable to us, must provide us with not less than 15 days' prior written notice of cancellation, non-renewal or amendment, and must provide deductible amounts acceptable to us.

4. **DEFAULT, REMEDIES:** If you fail to remit to us any payment within ten (10) days of its due date or you breach any other obligation under this Lease or any other agreement with us or our assignees, we may do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the sum of: (i) all past due and current Lease Payments and Lease Charges, (ii) the present value of all remaining Lease Payments and Lease Charges discounted at the rate of 8% per annum (or the lowest rate permitted by law, whichever is higher) and (iii) the Fair Market Value of the Equipment; (b) declare any other agreements between us in default; (c) require you to return all of the Equipment in the manner outlined in Section 5, or take possession of the Equipment, in which case we shall not be held responsible for any resulting losses or damages, and to lease or sell the Equipment or any portion thereof, and to apply the proceeds (less reasonable selling and administrative expenses), to the amounts due hereunder; (d) charge you interest on all amounts due from the due date until paid at the rate of 1-1/2% per month, but in no event more than the lawful maximum rate; (e) charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

5. **END OF TERM OPTIONS:** If you are not in default, at the end of the Term and upon 30 days written notice to us, you may either (1) purchase all of the Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE, for its fair market value (plus applicable taxes), as determined by us in our sole reasonable discretion, or (2) return the Equipment, freight and insurance prepaid at your cost and risk, to wherever we indicate in the continental United States, with all manuals and logs, in good order and condition (except for ordinary wear and tear from normal use), packed per the shipping company's specifications. You will pay us for any loss in value resulting from the failure to maintain the Equipment or for damages incurred in shipping and handling. If you fail to purchase or return the Equipment, this Lease shall automatically renew for additional thirty (30) day periods and all of the provisions of this Lease shall continue to apply, including your obligation to remit Lease Payments and other charges, until the Equipment is returned to us or purchased by you in accordance with the terms of this Lease. You are solely responsible for removing all data from all disk drives or magnetic media prior to returning the Equipment and selecting an appropriate removal standard that complies with applicable law.

6. **MISCELLANEOUS:** We may, without notifying you, assign this Lease and our interest in the Equipment. If we do, our assignee will have all of our rights under this Lease, but none of our obligations. You agree not to assert against our assignee claims or defenses you may have against us. This Lease is the entire agreement between us, and cannot be modified except by another document signed by us. All financial information you have provided is true and a reasonable representation of your financial condition. You authorize us or our agent or assignee to (a) obtain credit reports and make credit inquiries; (b) release information we have about you and this Lease, including payment history, to credit reporting agencies and assignees or parties having an economic interest in this Lease or the Equipment, including the seller, supplier or any manufacturer of the Equipment and (c) file a UCC financing statement with respect to the Equipment. If a court finds any provision of this Lease to be unenforceable, all other terms shall remain in effect and enforceable. You authorize us to insert or correct missing information on this Lease, including your proper legal name, serial numbers and any other information describing the Equipment. If you so request, and we permit the early termination of this Lease, you agree to pay a fee for such privilege. **THE PARTIES INTEND THIS TO BE A "FINANCE LEASE" UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC"). YOU WAIVE ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC.** You acknowledge that (a) the name of the Equipment supplier is indicated above, (b) you may have rights under the contract with the supplier, and (c) you may contact the supplier for a description of these rights. We transfer to you any supplier or manufacturer warranties. This Lease and other related documents (each a "Document") may be executed in counterparts (manually or by electronic means) by either party and transmitted to us by facsimile or other electronic means. No Document is binding on us until we sign it. When a copy of each Document containing your signature is signed by us (manually or electronically) and in our possession, then such copy shall constitute the original document for all purposes and this Lease shall constitute chattel paper as that term is defined in the UCC. If you sign or transmit any Document to us electronically, you shall provide the counterpart of such Document containing your original manual signature to us at our request. You agree not to raise as a defense to the enforcement of any Document that it was executed by electronic means by either party or transmitted to us by facsimile or other electronic means. **TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS.** THIS LEASE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF IOWA, YOU CONSENT TO THE JURISDICTION AND VENUE OF FEDERAL AND STATE COURTS IN IOWA, BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL, We may receive compensation from the manufacturer and/or Supplier of the Equipment in order to enable us to reduce the cost of this Lease below what we otherwise would charge. If we received such compensation, the reduction in the cost of this Lease is reflected in the Lease Payment.

LESSOR ("We", "Us")	LESSEE ("You")
General Electric Capital Corporation DocuSigned by: By: X <u>Jordan, Angela</u> Name: <u>Jordan, Angela</u> Title: <u>CA</u> Date: <u>12/4/2015</u>	<u>Florida Housing Finance Corporation</u> (Lessee Full Legal Name) By: X <u>[Signature]</u> Name: <u>Stephen P. Ayler</u> Title: <u>Executive Director</u> Date: <u>11/16/2015</u> Federal Tax ID: <u>59-3451566</u>

ADVANCED BUSINESS SYSTEMS

1236 North Monroe Street • Tallahassee, FL 32303
(850) 222-2308 • Fax (850) 222-3684 • www.a-b-s.com

Equipment ID

Maintenance & Supply Agreement: **Plan:** Covers (4) Canon 6255/(3) 5255 /7260/5240

Note: Includes all parts, labor, black toner, black developer and fuser oil. Drums and masters are included when maintenance is purchased at equipment point of sale. Does not include paper, color toner, color developer or staples, unless otherwise stated.

Type	Monthly Minimum Charge	Monthly Allowance	Excess of Allowance	Cost Per Copy
B&W	\$ 600.00	75,000	.009	
Color	\$.05
Scan	\$			
Other	\$			
Total Monthly Minimum Charge	\$			

Invoicing:

- Monthly Quarterly
 Annual Semi Annual

Color Supplies Included:

- Yes No

Annual Maintenance Agreement:

Note: Includes parts and labor. Does not include consumables such as but not limited to: toner, developer, maintenance kits, fuser oil, drums, masters, staples or paper.

Yearly Amount: _____ Yearly Allowance: _____ Excess Rate: _____

Invoicing: Annually only.

Facsimile Maintenance Agreement:

Note: Includes all parts and labor. Does not include consumables such as but not limited to: toner, image units and drums.

Yearly Amount: _____

Invoicing: Annually only.

Customer Accepts: **Customer Declines:** _____

Mfg.	Model	Serial Number	Service Zone	Starting Agreement Meter Reading	Period	Z Syst	
Canon	IR-5255			B&W:	From:		
				Color:			
				Scan:			To:
				Other:			

Special Instructions:

BILL TO:	TL #:	TL #:
	COMPANY: Florida Housing Finance Corporation	COMPANY:
	ADDRESS: 227 N Bronough St. 5th Floor	ADDRESS:
	CITY: Tallahassee STATE: FL ZIP: 32301	CITY: STATE: ZIP:
	PHONE # 488-4197 CONTACT: Chris Wallace	PHONE: CONTACT:
FAX METER REQUESTS TO:	E-MAIL METER REQUESTS TO:	



EQUIPMENT			
Equipment MFG Model & Description	Serial Number	Accessories	
Canon IR-5255		Finisher	
Canon IR-5255		Finisher	
<input checked="" type="checkbox"/> See attached schedule for additional Equipment / Accessories			

Billing Address: 227 N Bronough St. 5th Floor Tallahassee, FL 32301 (850) 488-4197

Equipment Location: Same as above

SUPPLIER	TRANSACTION TERMS
Advanced Business Systems Name <u>1236 N Monroe. St.</u> Address <u>Tallahassee</u> <u>FL</u> <u>32303</u> City State Zip	Lease Payment: \$ <u>1,595.00</u> (plus applicable taxes) Term: <u>60</u> (months) Billing Period: Monthly Document Fee: \$75.00 (included on first invoice) The following additional payments are due on the date this Lease is signed by you: Advance Payment: \$ <u>0</u> (plus applicable taxes) Applied to: <input type="checkbox"/> First <input type="checkbox"/> Last

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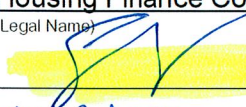
2. **TITLE, MAINTENANCE, INDEMNIFICATION.** We are the owner of the Equipment (excluding software). If this Lease is deemed to be a secured transaction, you grant us a first priority security interest in the Equipment to secure all of your obligations under this Lease. Without our prior written consent, you may not (a) assign any rights or obligations under this Lease, (b) sub-lease the Equipment, or (c) remove the Equipment from the address indicated above. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU SELECTED THE EQUIPMENT AND THE SUPPLIER. You agree to (a) keep the Equipment in good repair, condition and working order; (b) pay all costs of maintenance, supplies, replacements and repairs to the Equipment; (c) keep the Equipment free of liens; (d) USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS, AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES; (e) give us reasonable access to inspect the Equipment; and (f) indemnify (reimburse) us for all claims, losses and liabilities, including attorney's fees and costs (including those incurred in connection with responding to subpoenas, third party or otherwise) relating to the Equipment including its use, condition or possession. This indemnity shall continue after the Term for acts or omissions which occurred during the Term. We may increase the Lease Payments to offset the loss of any tax benefits caused by your acts or omissions or a change in the applicable tax laws.

3. **RISK OF LOSS; INSURANCE.** You are responsible for and accept the risk of loss or damage to the Equipment. If any item of Equipment is lost, stolen or damaged, you shall repair the item or replace the item with a comparable item reasonably acceptable to us. No such loss or damage shall relieve you from your payment obligations under this Lease. At your own expense, you agree to: (a) keep the Equipment insured against all risks of physical loss or damage for its full replacement value, naming us as loss payee, and (b) maintain public liability insurance, covering personal injury and Equipment damage for not less than \$300,000 per occurrence, naming us as additional insured. The policy must be issued by an insurance carrier acceptable to us, must provide us with not less than 15 days' prior written notice of cancellation, non-renewal or amendment, and must provide deductible amounts acceptable to us.

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LESSOR ("We", "Us")	LESSEE ("You")
General Electric Capital Corporation	<u>Florida Housing Finance Corporation</u> (Lessee Full Legal Name)
By: X _____	By: X 
Name: _____	Name: <u>Stephen P. Avger</u> Title: <u>Executive Director</u>
Title: _____ Date: _____	Date: <u>11/16/2015</u> Federal Tax ID: <u>59-3451366</u>

ADVANCED BUSINESS SYSTEMS

1236 North Monroe Street • Tallahassee, FL 32303
(850) 222-2308 • FAX (850) 222-3684 • www.a-b-s.com

BILL TO:	COMPANY Florida Housing Finance Corporation			SHIP TO:	COMPANY		
	ADDRESS 227 N Bronough St. 5th Floor				ADDRESS		
	CITY Tallahassee	STATE FL	ZIP 32301		CITY	STATE	ZIP
	PHONE # 488-4197		CONTACT Chris Wallace		PHONE #		CONTACT
	FAX #	EMAIL			FAX #	EMAIL	

MODEL	SERIAL #	I.D. #	EQUIPMENT DESCRIPTION	PRICE
			(3) Canon IR-5255 Color	Lease
			(3) Finisher	
			(3) Hole Punch	
			(3) Fax / (4) Cassette Feeding Unit	
			Canon IR-7260 Color	
			Canon IR-5240 Color	
			(2) Finisher / (2) Hole Punch / (2) Fax	
			ABS will satisfy the remainder of the current	
			Lease obligation as well as return equipment.	

WARRANTY:	DRUM WARRANTY:	P.O. #	SALES TAX
METER READING:	Terms Of Purchase — Terms of this agreement are payment in full upon installation of equipment indicated above (unless otherwise specified). Mail payment to: 1236 North Monroe Street, Tallahassee, FL 32303		Setup, Delivery, Installation and Training
BUYER'S ACCEPTANCE X	DATE 11/16/2015	TOTAL Lease	
SALES REPRESENTATIVE SIGNATURE	DATE	Less Deposit Received with Order	
ADVANCED BUSINESS SYSTEMS OFFICER APPROVAL	DATE	BALANCE DUE	

THIS IS A BINDING OFFER not subject to cancellation. No modifications or additions therefore shall be binding upon the seller unless expressly consented to in writing by an officer of the Corporation. Title shall remain with seller until payment is made in full. Advanced Business Systems warrants that the goods covered by this order when delivered to buyer will be of merchantable quality and free from defects in workmanship and materials for the period specified above under ordinary use and conditions. Advanced Business Systems shall not be liable for failure to deliver or delays in delivery occasioned by causes beyond its control, including, without limitation, strikes, lock-outs, fires, embargoes, war or other outbreak of hostilities. Buyer understands that payments not made in accordance with specified terms will be subject to the current established service charges of Advanced Business Systems. This contract shall be governed by and construed according to the laws of the State where merchandise is to be delivered. If the customer defaults hereunder: (1) Advanced Business Systems, in addition to other remedies, may repossess the equipment without notice; and (2) the Customer agrees to pay Advanced Business Systems costs and expenses of collection and/or repossession, including the maximum attorneys' fees permitted by law. Purchaser warrants that all items listed herein as trade-in equipment to be free and clear of all liens and encumbrances and purchaser further warrants he has authority to trade this equipment in for equipment listed herein.

ADVANCED BUSINESS SYSTEMS Performance Guarantees

No-Risk Lifetime Performance Guarantee — If, at any time, your equipment fails to perform to "your expectations", Advanced Business Systems will replace it with a similar system free of charge.

Service Response Time Guarantee — Our average response time is under four hours during regular business hours, Monday through Friday, 8:30 a.m. to 5:00 p.m., excluding holidays. If the elapsed time from when your call is placed and our service technician arrives at your office exceeds four business hours, you will get a five percent credit voucher toward your next supply purchase from Advanced Business Systems.

Equity Guarantee — If in the future you choose to upgrade your present equipment, you may apply the original investment amount (equity) as a discount towards the purchase of new equipment as follows:

Age (in months)	12	13-24	25-36	37-48	49-60	61-70	over 70
Upgrade Discount	100%	60%	40%	30%	20%	15%	10%

Supplies Guarantee — Our supplies are guaranteed to meet all rigid manufacturer specifications. Supplies are competitively priced and kept in our inventory for immediate shipment.

Guarantees apply to new equipment continuously covered by our Maintenance and Supply Program.

Performance Guarantee: Accepts Declines