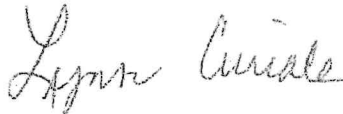


STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, Lynn Curiale, City Clerk of Wood Dale, Illinois DO HEREBY CERTIFY that as such City Clerk and keeper of the records, that the foregoing is a true and correct copy of Resolution **#R-22-17 A RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT TO ACQUIRE COPIER EQUIPMENT FOR A PERIOD OF FIVE YEARS FOR A TOTAL PAYMENT NOT TO EXCEED \$55,501.80**

Passed by The City of Wood Dale, Du Page County, Illinois, IN WITNESS WHERE OF, I have hereunto subscribed my name and affixed the seal of the City of Wood Dale, this 17th day of March, 2022.



Lynn Curiale, City Clerk

SEAL



Resolution #R-22-17

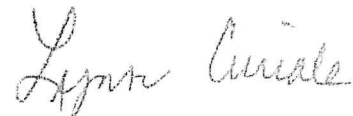
A RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT TO ACQUIRE COPIER EQUIPMENT FOR A PERIOD OF FIVE YEARS FOR A TOTAL PAYMENT NOT TO EXCEED \$55,501.80

Passed: March 17, 2022
Published in Pamphlet Form: March 18, 2022

I, Lynn Curiale, as the City Clerk for the City of Wood Dale, hereby certify that the attached Resolution is a true and correct copy of #R-22-17

A RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT TO ACQUIRE COPIER EQUIPMENT FOR A PERIOD OF FIVE YEARS FOR A TOTAL PAYMENT NOT TO EXCEED \$55,501.80

Passed and approved by the City Council of the City of Wood Dale on March 17, 2022 and hereby published in pamphlet on March 18, 2022.



Lynn Curiale, City Clerk



RESOLUTION NO. R-22-17

A RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT TO ACQUIRE COPIER EQUIPMENT FOR A PERIOD OF FIVE YEARS FOR A TOTAL PAYMENT NOT TO EXCEED \$55,501.80

WHEREAS, the City of Wood Dale (hereinafter the "City") is a body politic and corporate, organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

WHEREAS, the City possesses the authority, pursuant to the Illinois Municipal Code, 65 ILCS 5/11-76-6, to enter into a lease agreement for a period not to exceed five years for equipment and machinery as may be required for corporate purposes; and

WHEREAS, City staff has examined its copier equipment needs and deems it advisable to acquire six (6) new Kyocera Copiers through a lease with Leaf Capital Funding, LLC; and

WHEREAS, the City has an ongoing business relationship with Braden Business Systems Inc., for maintenance of its copiers and printers, and, as a result of the acquisition of new equipment, staff recommends execution of a new agreement with Braden Business Systems, Inc. which shall reduce the current cost of equipment maintenance; and

WHEREAS, both Leases are attached hereto and incorporated herein by reference as Group Exhibit I; and

WHEREAS, the cost of the Lease of the equipment with Leaf Capital Financing, LLC (less associated taxes and document fees) is \$55,501.80; and

WHEREAS, the cost of the Lease with Braden Business Systems, Inc. is predicated on use of the equipment as set forth in Exhibit A to the Braden Business Systems, Inc. agreement, and thus can fluctuate; and

WHEREAS, the Mayor and the City Council have reviewed the terms of the Lease attached hereto as Group Exhibit I and have determined that execution of the Leases is in the best interests of the City as the City will acquire new equipment to replace current equipment and it will reduce certain costs currently being borne related to repair and maintenance of copier and printer equipment. .

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WOOD DALE, DUPAGE COUNTY, AN ILLINOIS CORPORATION, as follows:

SECTION 1: The recitals set forth above are incorporated herein and made a part hereof.

SECTION 2: That the Lease with Leaf Capital Funding, LLC and Braden Business Systems, Inc., in substantially the same form as attached to this Resolution as Group Exhibit I, and incorporated herein by reference, are approved and accepted by the City of Wood Dale.

SECTION 3: The Mayor is authorized to execute said Leases on behalf of the City of Wood Dale, which signature shall be attested to by the City Clerk.

SECTION 4: The City Manager, staff and/or the City Attorney shall take the steps necessary to put the terms and conditions of the Leases into effect.

SECTION 5: That all ordinances and resolutions, or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

SECTION 6: That this Resolution shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

PASSED this 17th day of March, 2022

AYES: 8

NAYS: 0

ABSENT: None

APPROVED this 17th day of March 2022

SIGNED: Annunziato Pulice
Annunziato Pulice, Mayor

ATTEST: Lynn Curiale
Lynn Curiale, City Clerk

Published in pamphlet form March 18, 2022.

Current HP Fleet

New 4054ci (6)

	HP	Increase	v. 2021	B&W	Increase	v. 2021	Color Blended Rate	Increase	v. 2021
2021	0.0165	\$ -	\$ -	0.01420			0.12960		
2022	0.009	-45%	-45%	0.00500	-65%	-65%	0.04100	-68%	-68%
p 2023	0.00927	3%	-44%	0.00500	0%	-65%	0.04100	0%	-68%
r 2024	0.009548	3%	-42%	0.00500	0%	-65%	0.04100	0%	-68%
o 2025	0.009835	3%	-40%	0.00515	3%	-64%	0.04305	5%	-67%
p 2026	0.010523	7%	-36%	0.00530	3%	-63%	0.04520	5%	-65%
o 2027	0.01126	7%	-32%	0.00546	3%	-62%	0.04746	5%	-63%
s 2028	0.012048	7%	-27%	0.00563	3%	-60%	0.04984	5%	-62%
e 2029	0.012891	7%	-22%	0.00591	5%	-58%	0.05233	5%	-60%
d 2030	0.013793	7%	-16%	0.00620	5%	-56%	0.05494	5%	-58%
2031	0.014759	7%	-11%	0.00651	5%	-54%	0.05769	5%	-55%

4054ci (6) Savings

		B&W	COLOR	TOTAL	Lease Payment	Savings v 2021
A C T U A L	2017	258,917	111,326	\$ 10,217.32		
	2018	172,334	191,890	\$ 18,226.16		
	2019	165,505	144,921	\$ 14,766.23		
	2020	126,838	104,276	\$ 11,314.04		
	2021	101,252	95,552	\$ 10,795.83		
	2022	101,252	95,552	\$ 4,474.52	\$ 5,550.18	\$ 771.13
P R O J E C T E D	2023	101,252	95,552	\$ 4,474.52	\$ 11,100.36	\$ (4,779.05)
	2024	101,252	95,552	\$ 4,474.52	\$ 11,100.36	\$ (4,779.05)
	2025	101,252	95,552	\$ 4,687.10	\$ 11,100.36	\$ (4,991.63)
	2026	101,252	95,552	\$ 4,909.99	\$ 11,100.36	\$ (5,214.52)
	2027	101,252	95,552	\$ 5,143.67	\$ 5,550.18	\$ 101.98
	2028	101,252	95,552	\$ 5,388.69	\$ -	\$ 5,407.14
	2029	101,252	95,552	\$ 5,658.12	\$ -	\$ 5,137.71
	2030	101,252	95,552	\$ 5,941.03	\$ -	\$ 4,854.80
	2031	101,252	95,552	\$ 6,238.08	\$ -	\$ 4,557.75
						\$ 1,066.26



LEASE AGREEMENT

1720A Croft Street, Moberly, MO 65270
Phone: 800-662-3759, Fax: 800-426-2626

LESSEE LEGAL NAME: City Of Wood Dale Telephone No: 6307664900

Billing Address: 404 N Wood Dale Road, Wood Dale, IL 60191 Equipment Location (if other than Billing Address): 404 N. Wood Dale Road, Wood Dale, IL 60191

EQUIPMENT DESCRIPTION: (indicate quantity, new or used and include make, model, serial # and all attachments - see below and/or attached Schedule A)

Table with 4 columns: Unit Quantity, Description of Equipment Leased, Make and Type, Model Number, Serial Number. Row 1: 6, 6 Kyocera 4054ci, 4054ci

Table with 2 columns: BASE TERM IN MONTHS (60), TOTAL NUMBER OF LEASE PAYMENTS (60 @ \$925.03 plus taxes), END OF LEASE PURCHASE OPTION (10% of Equipment cost, plus taxes), and Advance Payment/Security Deposit/Documentation Fee/Total due.

**If more than one lease payment is required as an Advance Payment, the balance will be applied to lease payments in inverse order, starting with the last lease payment. Your obligation to pay all amounts and perform all other obligations is non-cancellable, absolute, unconditional and not subject to abatement, set-off or defense.

In this agreement ("Lease"), "we," "our," and "us" refers to LEAF Capital Funding, LLC as Lessor and "you" and "your" refers to the Lessee. You agree to lease the Equipment upon the following terms and conditions:
1. LEASE PAYMENTS AND TERM: The Lease is enforceable on you upon your execution. The term of the Lease shall commence on the date the Equipment is delivered to you ("Lease Commencement Date").
2. DELIVERY, ACCEPTANCE, USE AND REPAIR: You are responsible for Equipment delivery and installation. You unconditionally accept the Equipment upon the earlier of (a) your oral or written acceptance of the Equipment, or (b) 10 days after delivery of the Equipment.
3. INDEMNIFICATION: You agree to indemnify, defend and hold us harmless from and against any losses, damages, penalties, claims and suits, including attorney's fees and expenses related to the ordering, manufacture, installation, ownership, condition, use, lease, possession, delivery or return of Equipment.
4. LEASE EXPIRATION, RENEWAL: Unless you notify us at least 90 days prior to the expiration of the Lease of your election to return or purchase the Equipment, this Lease will renew on a month-to-month basis at the same monthly Lease Payment until you either exercise the purchase option or provide us with at least 90 days notice and return the Equipment.
5. LATE FEES AND CHARGES: If any amount is not paid within three (3) days of when due, you agree to pay us a late charge equal to the lesser of 10% of the amount past due or the maximum legal amount.
6. NO WARRANTY: We do not manufacture the Equipment and you have selected the Equipment and the supplier. WE MAKE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PURPOSE AND ARE NOT RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.
7. INSURANCE, RISK OF LOSS: You bear all risk of loss or damage to the Equipment from its order until it is returned in the required condition or purchased by you ("Risk Period"). During the Risk Period you will maintain property and liability insurance on the Equipment acceptable to us, naming us loss payee and additional insured.
8. OWNERSHIP AND TAXES: We own the Equipment (excluding licensed software). If you are deemed to own it, you grant us a security interest in the Equipment.
9. DEFAULT: If you or any guarantor do not pay us any amount within ten (10) days of its due date, or breach any terms of this Lease, any guaranty or any license relating to the Equipment, you will be in default.
10. ASSIGNMENT: You have no right to sell or assign the Equipment or Lease.
11. ARTICLE 2A: You agree this Lease is a "finance lease" as defined in Article 2A of the Uniform Commercial Code.
12. CREDIT INFORMATION: You authorize us or any of our affiliates to obtain credit bureau reports, and make other credit inquiries that we deem necessary.
13. CHOICE OF LAW: THIS LEASE WILL BE GOVERNED BY PENNSYLVANIA LAW. YOU CONSENT TO JURISDICTION IN THE STATE OR FEDERAL COURTS IN PENNSYLVANIA AND WAIVE ANY RIGHT TO A TRIAL BY JURY.
14. MISCELLANEOUS: This Lease is the parties' entire agreement and can be amended only in writing signed by both parties.

ACCEPTED BY LESSEE: City Of Wood Dale
Print Name: ANNUNZIATO PULICE Title: Mayor
E-Mail Address: Date: 3-17-22
Tax ID Number:

PERSONAL GUARANTEE: Undersigned guarantees that Lessee will make all payments and perform all other obligations under the Lease when due. Undersigned agrees that this is a payment of payment and not of collection, and that we can proceed directly against undersigned without first proceeding against Lessee or the Equipment. Undersigned also waives all suretyship defenses and notification if the Lessee is in default and consents to any extensions or modifications granted to Lessee. Undersigned will pay us all expenses (including attorney's fees) we incur to enforce our rights against undersigned or Lessee. If more than one person signs this guaranty, each agrees that his/her liability is joint and several. Undersigned authorizes us and our affiliates to obtain credit bureau reports and make inquiries regarding undersigned's personal credit. You consent to jurisdiction in the State or Federal courts in Pennsylvania and expressly waive any right to a trial by jury.

SIGNED BY: Accepted by: LEAF Capital Funding, LLC By: Megan Sidel Title: Date: 8/5/2022 Packet Page #36



State and Local Government Addendum

Reference: Application No. 707541

This State and Local Government Addendum (this "Addendum") is made part of the Agreement related to the above referenced application number ("Agreement") between LEAF Capital Funding, LLC ("we" "us" and "ours") and City Of Wood Dale ("you" and "your"). Capitalized terms used but not defined will have the meaning given to them in the Agreement. If there is any conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum will control and prevail. The parties hereby agree as follows:

1. **Funding Intent**. You reasonably believe that funds can be obtained sufficient to make all Payments set forth in the Agreement and any other amounts owed during the term of the Agreement. You agree that your chief executive or administrative officer (or your administrative office that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide for funding for such payments in your annual budget request submitted to your governing body. You covenant that you will do all things lawfully within your power to obtain, maintain and properly request and pursue funds from which the Payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using your best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. You and we agree that your obligation to make payments under the Agreement will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in the Agreement will be interpreted as a pledge of your general tax revenues, funds or moneys.

2. **Nonappropriation of Funds**. If (a) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for Payments set forth in the Agreement or any other amounts owed to us and (b) you have exhausted all funds legally available for such payments due under the Agreement (together, a "Non-Appropriation Event"), then you will give us not less than ninety (90) days written notice (a "Termination Notice") and the Agreement will terminate as of the last day of your fiscal period for which funds for such payments are available ("Termination Date"). Such termination is without any expense or penalty, except for the portions of such payments and those expenses associated with your return of the Equipment in accordance with the Agreement for which funds have been budgeted or appropriated or are otherwise legally available. You agree that, to the extent permitted by law, you will not terminate the Agreement if any funds are appropriated by you or to you for the acquisition or use of equipment or services performing functions similar to the Equipment during your fiscal period in which such termination would occur. You shall (i) on or before the Termination Date, return the Equipment in accordance with the return requirements set forth in the Agreement, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to us, upon our request, an opinion of your counsel (addressed to us) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay us all sums payable to us under the Agreement up to and including the Termination Date. You acknowledge and agree that, in the event of the termination of the Agreement and the return of the Equipment as provided for herein, you shall have no interest whatsoever in the Equipment or proceeds thereof and we shall be entitled to retain for our own account the proceeds resulting from any disposition or releasing of the Equipment along with any advance rentals, security deposits or other sums previously paid by you pursuant to the terms of the Agreement.

3. **Authority and Authorization**. You represent and agree that: (a) you are a state or a political subdivision or agency of a state; (b) the entering into and performance of the Agreement is authorized under your state laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which you are party; (c) you have complied with all bidding requirements and, where necessary, have properly presented the Agreement for approval and adoption as a valid obligation on your part; and (d) you have sufficient appropriated funds or other moneys available to pay all amounts due under the Agreement for your current fiscal period. Upon our request, you agree to provide us with an opinion of counsel as to clauses (a) through (d) above, an incumbency certificate, and other documents that we request, with all such documents being in a form satisfactory to us.

4. Government Use. You agree that (a) you will comply with all information reporting requirements of the Internal Revenue Code of 1986, as amended, including but not limited to the execution and delivery to us of information statements requested by us, and (b) the use of the Equipment is essential for your proper, efficient and economic operation, you will be the only entity to use the Equipment during the term of the Agreement and you will use the Equipment only for your governmental purposes. Upon our request you will provide us with an essential use letter in a form satisfactory to us as to clause (b) above.

5. Insurance. You agree to provide and maintain at your own expense (a) property insurance against the loss, theft, 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 on the Equipment at such times as we request. All insurance obtained from a third party insurer 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 provide us with proof of such insurance, we may secure insurance on the Equipment to cover our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of such insurance and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.

6. Indemnification. With respect to any claims, actions, or suits that are made against us as a result of your actions, omissions, negligence or willful misconduct ("Claims"), to the extent permitted by law, you agree to reimburse us for, and if we request, defend us against, any such Claims.

7. Choice of Law. Regardless of any conflicting provision in the Agreement, THE AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH YOU ARE LOCATED.

8. This Addendum supplements and amends the Agreement only to the extent and in the manner set forth, and in all other respects, the Agreement will remain in full force and effect.

IN WITNESS WHEREOF the parties hereto, by their authorized signatories, have executed this Addendum at the date set forth below their respective signatures.

CUSTOMER: City Of Wood Dale	LEAF CAPITAL FUNDING, LLC
By: <u>Annunziato Pulice</u>	By: <u>Megan Seidel</u>
Print	Print
Name: <u>ANNUNZIATO PULICE</u>	Name: <u>8/5/2022</u>
Title: <u>MAYOR</u>	Title:
Date: <u>3-17-22</u>	Date:

BRADEN

OFFICE EQUIPMENT • IT • DOCUMENT AUTOMATION

Maintenance Contract

Contract #:

Cust Name: City of Wood Dale	Bill To Name: City of Wood Dale
Cust #: DD6307873713-IBP	Bill To #:
Address: 404 N. Wood Dale Road	Address: 404 N. Wood Dale Road
City/St/Zip: Wood Dale, IL 60191	City/St/Zip: Wood Dale, IL 60191
Phone #: (630) 766-4900 Fax #:	Phone #: Fax #:
Meter Contact: Nick Kace	A/P Contact:
Email: nkace@wooddale.com Phone #: (630) 787-3710	Email: Phone #:

1. Braden Business Systems, Inc. agrees to provide quality assurance service and interim calls as required at the installation address specified above on the equipment listed. This agreement is limited to equipment regularly operated during a single eight-hour day and all calls hereunder are restricted to Braden Business Systems, Inc. normal working hours 8:00 a.m. to 5:00 p.m. Monday - Friday excluding holidays. All service commenced outside of Braden Business Systems, Inc. normal working hours will be charged at published labor rates for service and expenses only.
2. The following services are included: All quality assurance service calls, all parts through normal wear, (except Cosmetic Covers & Trays), all CONSUMABLES, (except Paper & Staples). Parts and assemblies made unserviceable due to accident, neglect, misuse, power surges, altering of equipment, electrical current fluctuations, work performed other than by Braden Business Systems, Inc. personnel, Acts of God or force of nature, or unauthorized equipment movement, and any other cause out of Braden Business Systems, Inc. control are excluded.
3. "Click" is the output of any media ≤ to 8.5" x 11". "Scan" is an electronic copy with no associated click output on the scanning device.
4. This Complete Care Guarantee is good for one (1) year from the guarantee begin date. This Complete Care Guarantee will automatically renew until cancelled in writing, by either party at least 30 days prior to the contract end. It is understood that the renewal of this agreement is subject to price and provision changes without notice. This agreement shall be invoiced and commence upon the effective date shown. In the event that the machine volume drops below minimum billing or remains idle for 30 days, Braden Business Systems reserves the right to charge a minimum monthly fee for continuance of maintenance. Equipment covered under this agreement must be in good condition before it can be accepted. Customer agrees to pay for a preventative maintenance check and all parts and labor required in bringing the equipment up to Braden Business Systems, Inc. specifications. This agreement is separate from lease agreement unless leased agreement and maintenance are leased together and stated accordingly.
5. Optimum performance of the equipment covered by this Complete Care Guarantee can be expected only if supplies provided by, or meeting the specifications of Braden Business Systems, Inc. are used. Frequent service calls or problems caused by inadequate supplies being used may result in termination of agreement at the sole discretion of Braden Business Systems, Inc. Braden Business Systems, Inc. will provide service on a "Per Call" basis at published rates in the event of termination.
6. Braden Business Systems, Inc. shall have full and free access to the equipment to provide service thereon. If persons other than Braden Business Systems, Inc. representatives perform maintenance repairs, or unauthorized equipment movement and as a result, further work is required by Braden Business Systems, Inc. to restore equipment to operation condition, such repairs will be billed at Braden Business Systems, Inc.'s published time and material rates then in effect. Customer also agrees to make available and designate a suitable person for key-operator training on equipment and provide a reasonable working atmosphere for servicing the equipment. Customer agrees to provide suitable electrical service in accordance with I/L code and is recommended to provide an approved surge suppressor.
7. If equipment is moved to a new service zone, customer agrees to pay the difference in charges, if moved beyond Braden Business Systems, Inc. service territory this agreement may be terminated at the sole discretion of Braden Business Systems, Inc.
8. Braden Business Systems, Inc. reserves the right to suspend service and supplies in the event the customer account balance is delinquent based on Braden Business Systems, Inc. payment terms printed on each invoice at the time of billing.
9. Toner consumption and yields are based upon the manufacturer's specifications of 6% coverage black & white and 20% coverage full color. The amount of consumption is dependent upon the following: (1) originals type, (2) amount of solid fill, (3) customer care of equipment and copying with platen open, (4) environment and (5) monthly copy volume. Toner spills due to negligent customer operation are not covered under this agreement. Braden Business Systems, Inc. reserves the right to remedy this variance by either limiting the amount of toner provided or adjusting the rate(s) of this agreement or invoicing the customer for excess toner usage and cost of shipping freight for additional supplies provided.
10. This agreement is not transferable to a third party. No portion of this contract is refundable, except as stated in the foregoing statements.
11. If our meter collection tool is not installed, or if machines are inaccessible via this collection tool, meter requests are to be completed and faxed to Braden Business Systems, Inc. 317-560-2518 or submitted on line at www.bradenonline.com on specified dates. Customer is required to submit monthly meter readings to Braden Business Systems, Inc. If customer fails to provide meter reading in a timely fashion, Braden Business Systems, Inc. at its discretion will estimate all necessary meter readings.
12. The customer acknowledges that it is their responsibility to maintain a current backup of their program and data files to restore any lost data. Under NO circumstances shall Braden Business Systems, Inc. be held responsible for any loss of data.
13. Changes in the operating environment, (including but not limited to changes to operating system, network software, software applications changes, and hardware or software upgrades or incompatibilities, etc.) may result in the need for configuration adjustments or other network services to restore functionality. Such services shall be invoiced at Braden Business Systems, Inc. published network service rate.
14. In the event Braden Business Systems, Inc. is unable to obtain parts due to the discontinuation of such parts by the manufacturer and is unable to effect repairs to the equipment Braden Business Systems, Inc. will credit the unused portion of the charges to the customer account. Any such credit balance must be used toward future purchases from Braden Business Systems, Inc. and retains no cash value.
15. For Color systems, color calibration from the customer's computer is not covered under this agreement. Calibration shall be billed at Braden Business Systems, Inc. network rates.
16. Other than the obligations set forth herein, Braden Business Systems, Inc. DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, AND OR FITNESS FOR A PARTICULAR PURPOSE. BRADEN BUSINESS SYSTEMS, INC. SHALL NOT BE RESPONSIBLE FOR DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT, THE LOSS OF USE OF THE EQUIPMENT, OR ANY ECONOMIC LOSS.
17. CONSUMABLES: Drums, Developers, PM Kits, Maintenance Kits, Print Cartridges, Fuser Units, Staples, Cassettes, Trays, Paper, Transparencies, Cleaning Webs, Fuser Oil, Oil Rollers, Oil Pads, Drum Cartridges, Imaging Fix, Ink Cartridges, Filters, & Toner.
18. ON OR AFTER THE OCCURRENCE OF AN EVENT OF DEFAULT, TO THE EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO PAY ALL EXPENSES OF COLLECTION, ENFORCEMENT OR PROTECTION OF BRADEN'S RIGHTS AND REMEDIES UNDER THIS AGREEMENT. EXPENSES INCLUDE, BUT ARE NOT LIMITED TO, REASONABLE ATTORNEYS OR COLLECTION AGENCY FEES OR A LARGER AMOUNT AS THE COURT JUDGES AS REASONABLE AND JUST, COURT COSTS AND OTHER LEGAL EXPENSES. THESE EXPENSES ARE DUE AND PAYABLE IMMEDIATELY, IF NOT PAID IMMEDIATELY, THESE EXPENSES WILL BEAR INTEREST FROM THE DATE OF PAYMENT UNTIL PAID IN FULL AT THE DEFAULT RATE.

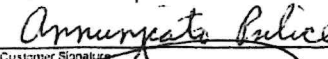
Complete Care Guarantee (Excludes Paper & Staples)

Conditional Care Guarantee (Excludes All Consumables)


Model	Eq ID	Serial #	Meter Type	Base Rate	Base Bill Cycle	Copies Inc	CPC/Ovg	CPC/Ovg Bill Cycle	Start Meter	Location / Start Date	Dept
TASKalfa 4054ci			B/W	N/A			According to	Monthly			
			Color	N/A			Schedule A				
TASKalfa 4054ci			B/W	N/A			According to	Monthly			
			Color	N/A			Schedule A				
TASKalfa 4054ci			B/W	N/A			According to	Monthly			
			Color	N/A			Schedule A				
TASKalfa 4054ci			B/W	N/A			According to	Monthly			
			Color	N/A			Schedule A				
TASKalfa 4054ci			B/W	N/A			According to	Monthly			
			Color	N/A			Schedule A				
TASKalfa 4054ci			B/W	N/A			According to	Monthly			
			Color	N/A			Schedule A				

Notes: See attached maintenance pricing addendum for BW and Color rates for both Kyocera and HP fleet. Billing will continue on a monthly basis.

Customer Acceptance


ANNUNZIATO PULICE
MAYOR
3-17-20
 Customer Signature Printed Name Title Date

Braden Business Systems Inc Acceptance


Jim Simboli
Account Manager
2/3/2022
 Authorized Braden Representative Printed Name Title Date



SCHEDULE A TO LEASE AGREEMENT
(EQUIPMENT DESCRIPTION)

Lease Application No.: 707541

QNT	Equipment Description	New/Used	Make	Model	Serial Number
-----	-----------------------	----------	------	-------	---------------

Location: 404 N. Wood Dale Road, Wood Dale, IL 60191

6	6 Kyocera 4054ci	New		4054ci	
---	------------------	-----	--	--------	--

LESSEE: City Of Wood Dale

LEAF CAPITAL FUNDING, LLC

BY: Annunziato Pulice
 PRINT NAME: ANNUNZIATO PULICE
 TITLE: MAYOR
 DATE: 3-17-22

BY: Megan Sidel
 PRINT NAME: _____
 TITLE: _____
 DATE: 8/5/2022