Amendment

This Amendment amends that certain agreement by and between Capital Business Systems Inc. ("Owner") and City of Fruita ("Customer") which agreement is identified in the Owner's internal books and records as Agreement No. 2011535 (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 sentence in the section entitled "LAW/FORUM" which reads, "You agree that the Agreement and any claim related to the Agreement shall be governed by the internal laws of the state in which our (or, if we assign the Agreement, our assignee's) principal place of business is located and any dispute concerning the Agreement will be adjudicated in a federal or state court in such state", is hereby deleted and replaced with the following:

"You agree that the Agreement and any claim related to the Agreement shall be governed by the internal laws of the state of Colorado and any dispute concerning the Agreement will be adjudicated in a federal or state court in Mesa County, Colorado."

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. This Amendment is not binding until accepted by Owner. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is either (a) the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Amendment, and (ii) our original manual signature or (b) the copy of this Amendment executed by the parties and controlled by us or our assignee or custodian in accordance with the Electronic Signatures in Global and National Commerce Act or any similar state laws based on the Uniform Electronic Transactions Act and other applicable law as electronic chattel paper under the UCC. Upon execution, the parties agree to be bound to the terms hereof regardless of the medium or format in which this Amendment is maintained or controlled.

CUSTOMER'S AUTHORI	ZED SIGNATURE		
(As Stated Above)	X		
CUSTOMER	SIGNATURE	PRINT NAME & TITLE	DATE
OWNER'S SIGNATURE			
(As Stated Above)	X		
OWNER	SIGNATURE	PRINT NAME & TITLE	DATE ACCEPTED

CAPITAL BUSINESS SYSTEMS, INC.

MASTER AGREEMENT

Capital Business Systems Inc. 3001 East Pershing Blvd, Cheyenne WY 82001

MASTER AGREEMENT NO .:

CUSTOMER ("You" OR "Your")

FULL LEGAL NAME: City of Fruita

ADDRESS: 325 E Aspen Ave Fruita, CO 81521

MASTER AGREEMENT

The parties anticipate the terms of this Master Agreement shall be incorporated into and constitute a part of one or more Schedules to Master Agreement entered into between Customer and Owner (each a "Schedule"). As used herein, "Agreement" refers to an individual Schedule which incorporates this Master Agreement and "Equipment" refers to the equipment referenced on an individual Schedule.

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to provide you the Equipment under the Schedule and you agree to pay us the amounts set forth on such Schedule each period by the due date. The Agreement will begin on the date the Equipment is delivered to you or any later date we designate. If we designate a later date, you agree to pay us an additional amount equal to the periodic payments due under this Agreement prorated for the period between the date the Equipment is delivered to you and the commencement date. We may charge you a \$150.00 fee to cover documentation and investigation costs. If any amount payable to us is not paid when due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less. Any security deposit will be commingled with our assets, will not earn interest, and will be returned at the end of the term, provided you are not in default.

NET AGREEMENT. THE AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THE TERMS OF THE AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THE AGREEMENT FOR ANY REASON.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only and not modify or move it from its initial location without our consent. If we have entered into a separate arrangement with you for maintenance, service, supplies, support, etc. with respect to the Equipment, payments under the Agreement may include amounts owed under that arrangement, which amounts may be invoiced as one payment for your convenience. You agree that you will look solely to us for performance under any such arrangement and for the delivery of any applicable supplies.

SÓFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include software included as part of, or installed on, the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software and have no rights or obligations under any related license agreement. You agree that you will look only to the publisher, licensor, or other third parties, if any, who actually granted you your right to use the software to determine those rights. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

ASSIGNMENT. You may not sell, assign, or sublease the Equipment or the Agreement without our written consent. We may sell or assign the Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, our assignee will have our assigned rights under the Agreement, but none of our obligations, and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else.

LÁW/FORUM. You agree that the Agreement and any claim related to the Agreement shall be governed by the internal laws of the state in which our (or, if we assign the Agreement, our assignee's) principal place of business is located and any dispute concerning the Agreement will be adjudicated in a federal or state court in such state. You hereby consent to personal jurisdiction and venue in such courts and waive transfer of venue. Each party waives any right to a jury trial.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations under the Agreement. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify us and our assignee, if applicable, against any claims, losses, or damages, including attorney fees, in any way relating to the Equipment. In no event will we be liable for any consequential or indirect damages.

UCC. If we assign rights in the Agreement for financing purposes, you agree that the Agreement, in the hands of our assignee, qualifies as an agreement of the type defined in Section 2A-103(1)(g) of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

INSURANCE. You agree to maintain comprehensive liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of the Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under the Agreement, plus our booked residual, both discounted at 3% per annum.

TAXES/OWNERSHIP. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and the Agreement. Sales or use tax due upfront will be payable over the term with a finance charge. Unless the Agreement includes a \$1-purchase option, we own the Equipment (excluding any software). If the Agreement includes a \$1-purchase option, you acknowledge that the Agreement shall be deemed to be a conditional sales contract, any ownership we have in the Equipment will be deemed transferred to you upon the commencement of the applicable Schedule, you grant us a security interest in the Equipment to secure your obligations under the Agreement and you agree to file any required personal property tax returns relating to the Equipment.

END OF TERM. At the end of the term of the Agreement (or any renewal term) (the "End Date"), the Agreement will renew for an additional one year period under the same terms unless a) you provide us written notice, at least 30 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. If the Agreement includes a purchase option and you are not in default on the End Date, you may purchase the Equipment from us "AS IS" for the purchase option price. If the Agreement includes a \$1-purchase option, you will be deemed to have exercised your option to purchase the Equipment as of the commencement date of the applicable Schedule. You cannot pay off the Agreement includes a \$1-purchase option, if we consent to an early prepayment, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.

DEFAULT AND REMEDIES. If you do not pay any sum within 10 days after its due date, or if you breach any other term of the Agreement or any other agreement with us, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, both discounted at 4% per annum. We may also use all other legal remedies available to us, including disabling or repossessing the Equipment. You agree to pay all our costs and expenses, including reasonable attorney fees, incurred in enforcing the Agreement. You also agree to pay interest on all past due amounts, from the due date, at 1.5% per month.

MISCELLANEOUS. The Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under the Agreement may include a profit to us. The parties agree that the original of the Agreement for enforcement and perfection purposes shall be that paper copy of the applicable Schedule which: (A) bears (i) the original or a facsimile of your manually applied signature, or (ii) a stamped or electronically applied replica of your signature or other indication of your intent to enter into the Agreement; and (B) bears the original of our manually applied signature. The parties agree that such original shall be the sole "record" constituting "chattel paper" under the UCC.

		Ally challye to t	the Agreement must be in writing signed by each	party.
OWNER ("WE", "US", "OUR")		CUSTOMER'S AUTHORIZED SIGNATURE		
OWNER: Capital Business Systems Inc.		CUSTOMER:	City of Fruita Wastewater Reclamation	Facility
SIGNATURE:	DATE:	SIGNATURE:		DATE:
PRINT NAME & TITLE:		PRINT NAME	& TITLE:	



SCHEDULE TO MASTER AGREEMENT (Imaging Equipment)

BOSINESS STSTEMS, INC.	MASTER AGRE	EMENT NO.	A	PPLICATION N	IO. AG	REEMENT/SC	HEDULE NO.
CUSTOMER ("YOU" or "YOUR")					· ·		
FULL LEGAL NAME: City of Fruita							
ADDRESS: 325 E Aspen Ave Fruita, CO 81521							
MASTER AGREEMENT REFERS TO THE AGREEMENT BETWEEN CUSTOMER AND	OWNED IDENTIFIE		C DECODDS	DV THE MARTE	D ACREMENT	NO ADOVE	
DESCRIPTION OF EQUIPMENT, IMAGE A					RAGREEMENT	NO. ABOVE.	
DESCRIPTION OF EQUILIBRIT, IMPAGE A	NOT	AND EXCE	OU CITAL	KOLO			
	FINANCE		NING METER		Y IMAGE		PER IMAGE
TYPE, MAKE, MODEL NUMBER, QTY AND INCLUDED ACCESSORIES	UNDER TI AGREEME		COLOR	B&W	VANCE COLOR	CHARGE (PLUS TAX) COLOR
1 imageRUNNER ADVANCE DX C3926i	/OKELWIL	DQVV	COLOR	500	200	0.014	0.08
1 Attachment Kit for Reader						0.0	3.00
1 Cabinet Type-W							
1 Utility Tray-B1 TOTAL CONSOLIDATED MONTHLY IMAGE ALLOWANCE AND EXCE	CC DED IMAGE CHAI	OCES (IE CONSO	LIDATED)				
EQUIPMENT 1131 15 Road Fruita, CO 8152		GES (IF CONSO	LIDATED)	I MFT	I ER FREQUENC	Y. Monthly	
LOCATION:					LITTILGOLITO	Violitally	١,
SEE ATTACHED EQUIPMENT OR GROUP BILLING SCHEDUL * THE CONSOLIDATED IMAGE ALLOWANCE AND EXCESS PER			OD ON THE A	TTACHED EOLIIDI	MENT OF COOL		NIII E) IE ANV
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SCHEDULE WILL BE INCLUDED IN DETERMINING YOUR IMAGE	AND OVERAGE CH	ARGES UNDER	THE APPLICAL	BLE PRIOR SCHE	DULE TO MASTE	ER AGREEMENT.	
TERM (CHECK ONE TERM OPTION)	ND OF THE TERM	NE THE COHED	II E TO MACTE	ED A ODEEMENT	DENTIFIED ACC	OLIEDUI E NO	
TERM: THE END OF THE TERM OF THIS SCHEDULE IS THE		OF THE SCHED	JLE TO MASTE	ER AGREEMENT I	DENTIFIED AS S	CHEDULE NO.	r,
X TERM IN MONTHS: 60 (APPLIES TO THIS SCHEDULE ONLY)							
PAYMENT (CHECK ONE TERM OPTION) X MONTHLY BASE PAYMENT AMOUNT: \$126.51 (PLUS TAX) (IN	ICLUDES AMOUNTS	DUE LINDER T	HIS SCHEDULE	E ONLY)			
TOTAL CONSOLIDATED MONTHLY BASE PAYMENT AMOUNT				,	DUE UNDER TH	IIS SCHEDULE AN	ID ANY OTHER
APPLICABLE SCHEDULES TO THE MASTER AGREEMENT (FOR					302 011321111		
ADDITIONAL TERMS AND CONDITIONS							
IMAGE ALLOWANCE CHARGES AND OVERAGES. You are entitled to make the							
of this Agreement. If you make more than the allowed images in any period, you will Regardless of the number of images made in any period, you will never pay less that	pay us an additional amou an the Base Payment Amo	nt equal to the numb unt. You agree to pr	er of the excess image ovide us with the a	ages made during suct ctual meter readings o	n period multiplied by t n any business day a	the applicable Excess F s designated by us; we	'er Image Charge. may estimate the
number of images used if such meter readings are not received within five days aff Amount and the Excess Per Image Charges may be proportionately increased at a	ter being requested. We w	ill adjust the estimat	ed charge for exce	ess images upon receip	ot of actual meter rea	dings. You agree that t	he Base Payment
twelve-month period thereafter, the Base Payment Amount and the Excess Per Imag	ge Charges (and, at our ele	ction, the Base Payr	nent Amount and E	xcess Per Image Char	ges under any other s	chedules for imaging e	quipment between
you and us that incorporate the terms of the Master Agreement) may be increased by in determining your image and overage charges.	y a maximum of 15% of the	then existing paym	ent or charge. Imag	es made on equipmen	t marked as not financ	ced under this Agreeme	ent will be included
APPLICABLE TO GOVERNMENTAL ENTIT	TIES ONLY						
You hereby represent and warrant to us that as of the date of the Agreement: (a) the	e individual who executed	the Agreement had	full power and auth	ority to execute the Ag	reement on your beh	alf; (b) all required proc	edures necessary
to make the Agreement a legal and binding obligation against you have been follow (d) that all payments due and payable for the current fiscal year are within the current							
Agreement when due, if funds are legally available to do so; (f) your obligations to re	mit amounts under the Agr	eement constitute a	current expense ar	nd not a debt under app	olicable state law; (g) ı	no provision of the Agre	ement constitutes
a pledge of your tax or general revenues; and (h) you will comply with any applicabl amounts due under the Agreement for any future fiscal period, you shall have the rig	le information reporting red tht to return the Equipment	juirements of the tax and terminate the A	code, which may i greement on the la	include 8038-G or 803 st day of the fiscal peri	8-GC Information Ret od for which funds we	urns. If funds are not a re available, without pe	ppropriated to pay enalty or additional
expense to you (other than the expense of returning the Equipment to the location of Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a)							
applicable fiscal period to pay amounts due under the Agreement; (c) such non-ap	propriation did not result fr	om any act or failure	e to act by you; and	d (d) you have exhaus	ted all funds legally a	vailable for the payme	nt of amounts due
under the Agreement. You agree that this paragraph shall only apply if, and to the e AGREEMENT	extent that, state law precli	ides you from enteri	ng into the Agreem	ent if the Agreement c	onstitutes a multi-yea	r unconditional paymer	it obligation.
	of the Master Assessed	(an amandad) ann	l'h.d	at hat was a Constant		-t t- thitf	anned beneiv (e.
This Schedule to Master Agreement ("Schedule"), together with the preprinted terms on the attached Equipment or Group Billing Schedule) (excluding equipment marked	d as not financed under this	Schedule), separat	e and distinct from	any other Schedule to	Master Agreement er	tered into between Cus	stomer and Owner
pursuant to the Master Agreement. Customer agrees to be bound by the terms of th such term is used in the Master Agreement. The original of this Schedule shall be the							
of your signature or other indication of your intent to enter into this Schedule; and (B) bears the original of our i						
in this Schedule shall control. This Schedule shall commence on the date of our acc CUSTOMER'S AUTHORIZED SIGNATURE							
ONCE YOU SIGN THIS SCHEDULE AND OWNER ACCE		EDIII E WILL	BE NON-CAR	NCEL ARLE FO	R THE FILL T	-PM	
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City of Fruita Wastewater Reclamation Facility	x						
CUSTOMER	SIGN	ATURE		PRINT NAME	& TITLE	DA	TE
OWNER ("WE", "US", "OUR")							
				<u></u>			
Capital Business Systems Inc.	0:0:::=	IDE		DDIN'T NAME OF	TITLE		TE
OWNER 3001 East Pershing Blvd Ste 100, Cheyenne, WY 82001	SIGNAT	JKE		PRINT NAME 8	(IIILE	DA	1 =
CERTIFICATE OF DELIVERY AND ACCEP	TANCE						
The Customer hereby certifies that all the Equipment: 1) has be		d, and inspecte	d, and 2) is full	ly operational and	dunconditionally	accepted.	
SIGNATURE: X		ND TITLE:				ATE:	
014364-P02ImagingM(Consolidated)_0217-2	INAIVIE AI	IIILL.			D	/ \	



Installation & Integration Agreement

Customer	Intorm	าลtเดท

Customer Name: City of Fruita	
Street Address: 1131 15 Road	City, State, & Zip: Fruita, CO 81521
Contact Name: MacKenzie Erickson	Phone: (970) 858-3663
Email: merickson@fruita.org	

Software/Services:

Product # imageRUNNER ADVANCE DX C3926	i -	Serial #	
FUNCTION	NUMBER OF USERS		PRICE TO CLIENT
X Print X Email X Folder	5		Included

	_		_	_	_
1 15	Separate	scope	of work	document	prepared.

This includes all labor on above-listed product/software installation and integration only.

Additional	Instru	ictions:

- I. CONDITIONS
 - A. Customer shall ensure that all of its computer system files and data is adequately duplicated and backed up to your satisfaction prior to Capital beginning integration. Capital will not be responsible for Customers failure to do so, or for the cost of reconstruction of files and data lost during the performance of services.
- II. LIMITATIONS
 - A. Hardware & software support other than those items listed on this or another support agreement;
 - B. Backup or restores
 - C. Liability for delay or failure to furnish services if such delay is caused by an act of God, strike, government action, or any cause beyond reasonable control of Capital Business Systems, Inc.
- III. DISCLAIMER OF LIABILITY AND WARRANTY
 - A. Except as specifically provided herein; there are no other warranties expressed or implied, including, but not limited to, warranties of merchantability and fitness for a particular purpose.
 - B. In no event shall Capital Business Systems, Inc. be liable for any damages resulting from loss of data, loss of profits, loss of use of products or Equipment, or for any incidental or consequential damages, even if advised of the possibility of such damages. Customer's right to recover damages caused by Capital's fault or negligence shall be limited to moneys actually paid by Customer for the services involved. This limitation of liability shall apply regardless of the form of action, whether in contract or tort including negligence. Any action brought against Capital Business Systems, Inc. must be brought within three (3) months of the alleged act or omission in giving rise to damages.
- IV. GENERAL
 - A. The terms and conditions of this agreement prevail over the terms and conditions of any order submitted by the Customers for services under this agreement.
 - B. The terms and provisions of this agreement shall not be amended or modified without specific provisions to do so. By signing this agreement, Capital Business Systems, Inc. and Customer acknowledge they have read, understand, and agree to be bound by its terms and conditions. Further which, the parties agree that it is their complete statement of agreement between them, superseding all others, oral or written, relating to the subject matter of this agreement.

Signatures:			
Customer:	Capital Business Systems, Inc.:		
Title:	Title:		
Date:	Date:		