

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT		1. Contract Number CFOPD-14-C-056	Page of Pages 1 and attachments
---	--	--------------------------------------	------------------------------------

2. Amendment/Modification Number Modification No. 4	3. Effective Date See 16 C below	4. Requisition/Purchase Request No.	5. Caption Sharp Phase 2 Copier Lease and Maintenance
--	-------------------------------------	-------------------------------------	--

6. Issued by: Office of the Chief Financial Officer Office of Contracts 1100 4 th Street, S.W. Suite E610 Washington, D.C. 20024	Code	7. Administered by (If other than line 6) Office of Chief Financial Officer - OMA Logistics and Support Services 1101 4th Street, SW, Suite 1636 Washington, DC 20024
---	------	---

8. Name and Address of Contractor (No. street, city, county, state and zip code) Sharp Electronics Corporation 1300 Wilson Blvd. 8th Fl. Arlington, VA 22209 M-202-550-5057, T-571-480-5630, Attn: Thomas Dawson, Federal Account Manager tom.dawson@sharpsec.com DUNS FEIN 13-1968872	9A. Amendment of Solicitation No.
	9B. Dated (See Item 11)
	X 10A. Modification of Contract/Order No. CFOPD-14-C-056
	10B. Dated (See Item 13) August 6, 2014

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) BY separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (If Required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14

X	A. This change order is issued pursuant to (Specify Authority): Section 15 of Standard Contract Provisions The changes set forth in Item 14 are made in the contract/order no. in Item 10A.
	B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data etc.) set forth in item 14, pursuant to the DC Financial Responsibility and Management Assistance Authority.
	C. This supplemental agreement is entered into pursuant to authority of:
	D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor is not is required to sign this document and return 1 copy to the issuing office.

14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)

This modification to the contract identified to the contract identified in Block 10A above, is hereby modified as follows:

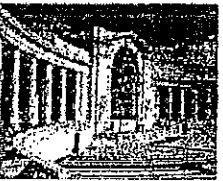
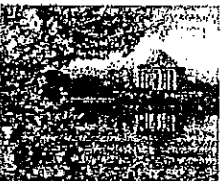
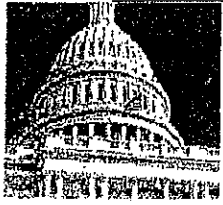
- A. LEASE SCHEDULE NO. 14446-002 dated as of October 30, 2014 is hereby incorporated into the contract for coterminous addition of the referenced equipment, effective 10/1/14.
- B. The Contractor's proposals dated October 3, 2014 and October 21, 2014 is incorporated into the contract for a lease plus maintenance total monthly charge of \$3,112.38 for the additional equipment.
- C. Accordingly, the amounts of the renewal terms are revised as follows:

Renewal Term 1	10/1/14 - 9/30/15	Firm Fixed	\$225,196.56
Renewal Term 2	10/1/15 - 9/30/16	Firm Fixed	\$225,196.56
Renewal Term 3	10/1/16 - 9/30/17	Firm Fixed	\$225,196.56
Renewal Term 4	10/1/17 - 9/30/18	Firm Fixed	\$225,196.56
Renewal Term 5	10/1/18 - 6/30/19	Firm Fixed	\$168,897.42

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

Except as provided herein, all terms and conditions of the document is referenced in Item 9A or 10A remain unchanged and in full force and effect.

15A. Name and Title of Signer (Type or print) THOMAS DAWSON	16A. Name of Contracting Officer Drakus Wiggins, CPPO, CPPB
15B. Name of Contractor Sharp Electronics Corporation	16B. District of Columbia
15C. Date Signed 11-4-14	16C. Date Signed 11/12/14
(Signature of person authorized to sign)	(Signature of Contracting Officer)



SHARP

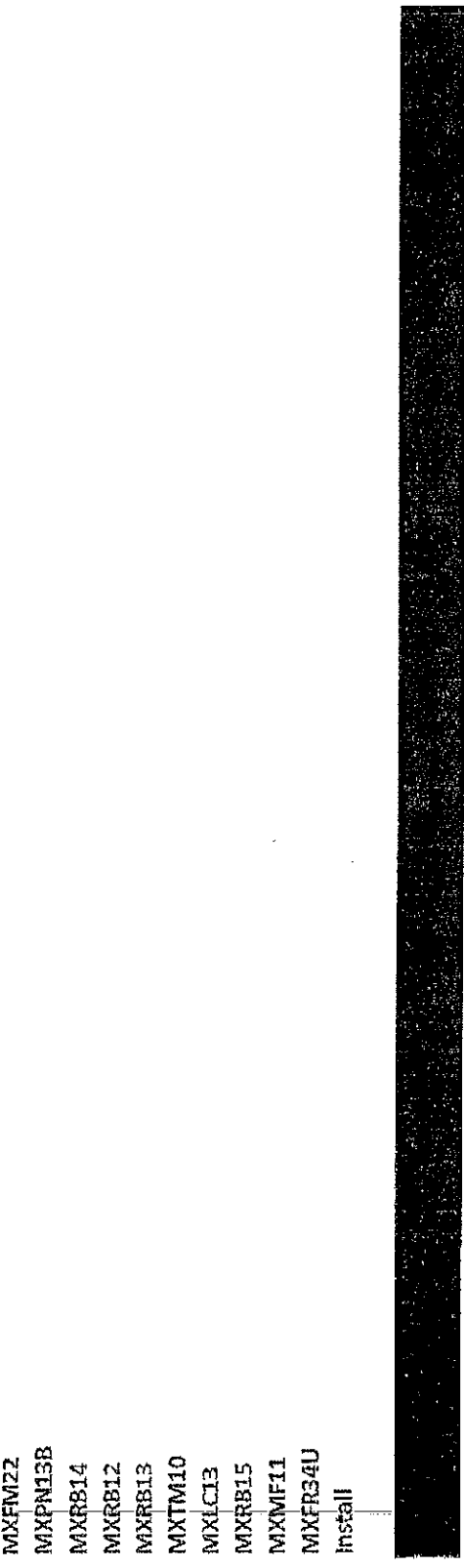
Tom Dawson - October 3, 2014

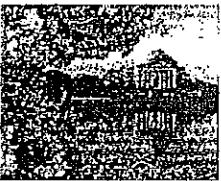
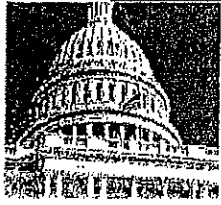
District of Columbia - OFCFO
Price Change Amendment MX1204/MX6500
NJPA - Phase 3 (4) X Replacements
October 3, 2014

Thomas Dawson • Sharp Business Systems
571-480-5630 - Office • 202-550-5057- Mobil
Tom.dawson@sharpusa.com

Qty-1	Purchase Per Unit	Purchase Quantity 1	Monthly Payment	Total Monthly Payment	Monthly cost INCLUDED	Maintenance per Unit	Black Allowance	Color Allowance	Black CPC	Color CPC
	\$33,914.00	\$33,914.00	\$1,137.00	\$1,137.00	\$455.00		20,000	\$5,000.00		

MXM7500N
MXFMZZ
MXPN13B
MXRB14
MXRB12
MXRB13
MXTM10
MXLC13
MXRB15
MXMF11
MXFR34U
Install



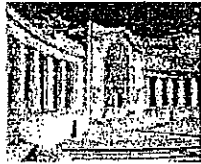
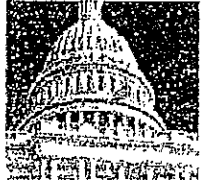


SHARP

Tom Dawson - October 3, 2014

District of Columbia - OFCFO
Price Change Amendment MX1204/MX6500
NJPA - Phase 3 (4) X Replacements
October 3, 2014

Thomas Dawson • Sharp Business Systems
571-480-5630 - Office • 202-550-5057 - Mobil
Tom.dawson@sharpusa.com



SHARP

TD 10-21
October 21, 2014
Tom Dawson - October 3, 2014

District of Columbia - DFCFO
Price Change Amendment MX1204/MX6500
NJPA - Phase 3 (4) X Replacements
October 3, 2014

Thomas Dawson • Sharp Business Systems
571-480-5630 - Office • 202-550-5057 - Mobil
Tom.dawson@sharpusa.com

SHARP

Government Division
21 Elm Street, Suite 400
Boston, MA 02114

Office of the Chief Financial Officer

★ ★ ★
██████████
██████████

Qty - 3	Purchase	Monthly Unit Payment	Total Monthly Payment	Monthly Maintenance per Unit Included in Monthly cost	Black Allowance	Color Allowance	Black CPC
MMMP13B	\$1,323.00	\$9.13	\$27.40	N/A	N/A	N/A	N/A

\$27.39
150 10-21

Qty - 9	Purchase	Monthly Payment	Total Monthly Payment	Monthly Maintenance per Unit Included in Monthly cost	Black Allowance	Color Allowance	Black CPC
MMF411	\$4,068.00	\$9.36	\$84.20	N/A	N/A	N/A	N/A

\$84.24
170 10-21

LEASE SCHEDULE NO. 14446-002

Dated as of October 30th, 2014

This Lease Schedule (this "*Schedule*") relates to the Master Equipment Lease-Purchase Agreement referenced below and, together with the terms and conditions of the Master Lease incorporated herein by reference, constitutes a Lease. Unless otherwise defined herein, capitalized terms will have the same meaning ascribed to them in the Master Lease. All terms and conditions of the Master Lease are incorporated herein by reference.

Master Equipment Lease-Purchase Agreement dated July 29, 2014.

1. *Equipment Description.* As used in the Lease, "*Equipment*" means all of the property described in Schedule A-1 attached to this Schedule and all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto.

2. *Rent Payments; Lease Term.* The Rent Payments to be paid by Lessee to Lessor, the Commencement Date of this Lease and the Lease Term of this Lease are set forth on the Payment Schedule attached to this Schedule.

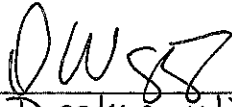
3. *Essential Use; Current Intent of Lessee.* Lessee represents that (a) the use of the Equipment is essential to Lessee's proper, efficient and economic functioning or to the services that Lessee provides to its citizens, (b) the Equipment will be used by Lessee only for the purpose of performing its governmental or proprietary functions consistent with the permissible scope of its authority and will not be used in a trade or business of any person or entity, and (c) the useful life of the Equipment is not less than the stated full Lease Term of this Lease. Lessee has determined that a present need exists for the Equipment which need is not temporary or expected to diminish in the near future. Lessee currently intends for the full Lease Term: to use the Equipment; to continue this Lease; and to make Rent Payments so long as funds are appropriated by its governing body for the succeeding fiscal year.

4. *Re-Affirmation of the Master Lease Representations, Warranties and Covenants.* Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Master Lease (particularly Sections 5.1 and 15 thereof) are true and correct as though made on the date of execution of this Schedule.

5. *Reserved.*

District of Columbia, *as Lessee*

Lease Servicing Center, Inc. dba National
Cooperative Leasing, *as Lessor*

By 
Name: Drakus Wiggins
Title: Contracting Officer

By _____
Name: _____
Title: _____

Counterpart No. _____ of _____ manually executed and serially numbered counterparts. To the extent that this Lease constitutes chattel paper (as defined in the Uniform Commercial Code), no security or ownership interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

SCHEDULE A-1

Attached to and made a part of that certain Lease Schedule No. 14446-002 dated as of October 30th, 2014 by and between Lease Servicing Center, Inc. dba National Cooperative Leasing, as lessor, and District of Columbia, as lessee.

Commencement Date: Date of final installation

1. EQUIPMENT LOCATION & DESCRIPTION:

Department / Location	Lease Amount	Printer/Copier Model	Accessories
OMA Office of Contracts 110 4 th St. SW Suite E610 Washington, DC 20024	\$9.36	MX-FX11	Fax Unit
OMA Financial Operations 110 4 th St. SW Suite E600 Washington, DC 20024	\$9.36	MX-FX11	Fax Unit
Office of the Chief Information Officer 1101 4 th St. SW Suite W350 Washington, DC 20024	\$9.36	MX-FX11	Fax Unit
Office of the Chief Information Officer 1101 4 th St. SW Suite W350 Washington, DC 20024	\$9.36	MX-FX11	Fax Unit
Financial Operations and Systems 1100 4 th St. SW Suite E840 Washington, DC 20024	\$9.36	MX-FX11	Fax Unit
Financial Operations and Systems 1100 4 th St. SW Suite E840 Washington, DC 20024	\$9.36	MX-FX11	Fax Unit
Office of Finance and Treasury 1101 4 th St. SW Suite W800 Washington, DC 20024	\$9.36	MX-FX11	Fax Unit
Office of Integrity and Oversight 1100 4 th St. SW Suite E750 Washington, DC 20024	\$9.36	MX-FX11	Fax Unit
Office of Revenue Analysis 1101 4 th St. SW Suite W770 Washington, DC 20024	\$9.36	MX-FX11	Fax Unit
Office of Finance and Treasury 1101 4 th St. SW Suite W850 Washington, DC 20024	\$9.13	MX-PN13B	Punch Unit
Office of Pay and Retirement Systems 441 4 th St. NW Suite 410S Washington, DC 20024	\$9.13	MX-PN13B	Punch Unit
Office of Pay and Retirement Systems 441 4 th St. NW Suite 410S Washington, DC 20024	\$9.13	MX-PN13B	Punch Unit
Office of Financial Operations and Systems 100 4 th Street SW Suite E600 Washington, DC 20024	\$483.75	MX-1204N	MX-MFX1 Multi-bypass tray, MX-FN21 100-Sheet Finisher, MX-RB18 Curl Correction Unit, MX-FR38U Data Security Kit, MX-PNX13B Punch Module, MX-FX11 Fax Expansion Kit, MX-E524ZNT Power Filter
Office of Finance and Resource Management 441 4 th Street NW Suite 890N Washington, DC 20001	\$402.00	MX-904N	MX-MFX1 Multi-bypass tray, MX-FN21 100-Sheet Finisher, MX-RB18 Curl Correction Unit, MX-FR38U Data Security Kit, MX-PNX13B Punch Module, MX-FX11 Fax Expansion Kit

Office of Finance and Resource Management 441 4 th Street NW Suite 890N Washington, DC 20001	\$402.00	MX-904N	MX-MFX1 Multi-bypass tray, MX-FN21 100-Sheet Finisher, MX-RB18 Curl Correction Unit, MX-FR38U Data Security Kit, MX-PNX13B Punch Module, MX-FX11 Fax Expansion Kit
Office of Finance and Resource Management 441 4 th Street NW Suite 890N Washington, DC 20001	\$702.00	MX-M7500N	MX-FN22 100-Sheet Saddle Stitch Finisher, MX-PN13B Punch Module, MX-RB14 Paper Pass Unit, MX-RB12 Paper Pass Unit, MX-RB13 Relay Unit, MX-TM10 Trimming module, MX-LC13 Large Capacity Trays, MX-RB15 Curl Correction Unit, MX-MF11 Multi-Bypass Tray, MX-FR34U Data Security Kit

***SERIAL NUMBERS TO BE INCLUDED ON NOTICE OF INSTALLATIONS**

2. LEASE PAYMENT SCHEDULE:
 (a) Total Amount Financed: \$101,468.00
 (b) Payment Schedule:

Payment Number	Payment	Principal	Interest	Balance	Termination Value
1	\$2,101.38	\$1,541.61	\$559.77	\$99,926.39	\$102,924.18*
2	\$2,101.38	\$1,567.99	\$533.39	\$98,358.40	\$101,309.15*
3	\$2,101.38	\$1,576.36	\$525.02	\$96,782.04	\$99,685.50*
4	\$2,101.38	\$1,584.77	\$516.61	\$95,197.27	\$98,053.19*
5	\$2,101.38	\$1,593.23	\$508.15	\$93,604.04	\$96,412.16*
6	\$2,101.38	\$1,601.74	\$499.64	\$92,002.30	\$94,762.37*
7	\$2,101.38	\$1,610.29	\$491.09	\$90,392.01	\$93,103.77*
8	\$2,101.38	\$1,618.88	\$482.50	\$88,773.13	\$91,436.32*
9	\$2,101.38	\$1,627.52	\$473.86	\$87,145.61	\$89,759.98*
10	\$2,101.38	\$1,636.21	\$465.17	\$85,509.40	\$88,074.68*
11	\$2,101.38	\$1,644.94	\$456.44	\$83,864.46	\$86,380.39*
12	\$2,101.38	\$1,653.72	\$447.66	\$82,210.74	\$84,677.06*
13	\$2,101.38	\$1,662.55	\$438.83	\$80,548.19	\$82,964.64*
14	\$2,101.38	\$1,671.43	\$429.95	\$78,876.76	\$81,243.06*
15	\$2,101.38	\$1,680.35	\$421.03	\$77,196.41	\$79,512.30*
16	\$2,101.38	\$1,689.32	\$412.06	\$75,507.09	\$77,772.30*
17	\$2,101.38	\$1,698.34	\$403.04	\$73,808.75	\$76,023.01*
18	\$2,101.38	\$1,707.40	\$393.98	\$72,101.35	\$74,264.39*
19	\$2,101.38	\$1,716.51	\$384.87	\$70,384.84	\$72,496.39*

20	\$2,101.38	\$1,725.68	\$375.70	\$68,659.16	\$70,718.93*
21	\$2,101.38	\$1,734.89	\$366.49	\$66,924.27	\$68,932.00*
22	\$2,101.38	\$1,744.15	\$357.23	\$65,180.12	\$67,135.52*
23	\$2,101.38	\$1,753.46	\$347.92	\$63,426.66	\$65,329.46*
24	\$2,101.38	\$1,762.82	\$338.56	\$61,663.84	\$63,513.76*
25	\$2,101.38	\$1,772.23	\$329.15	\$59,891.61	\$61,688.36*
26	\$2,101.38	\$1,781.69	\$319.69	\$58,109.92	\$59,853.22*
27	\$2,101.38	\$1,791.20	\$310.18	\$56,318.72	\$58,008.28*
28	\$2,101.38	\$1,800.76	\$300.62	\$54,517.96	\$56,153.50*
29	\$2,101.38	\$1,810.37	\$291.01	\$52,707.59	\$54,288.82*
30	\$2,101.38	\$1,820.04	\$281.34	\$50,887.55	\$52,414.18*
31	\$2,101.38	\$1,829.75	\$271.63	\$49,057.80	\$50,529.53*
32	\$2,101.38	\$1,839.52	\$261.86	\$47,218.28	\$48,634.83*
33	\$2,101.38	\$1,849.34	\$252.04	\$45,368.94	\$46,730.01*
34	\$2,101.38	\$1,859.21	\$242.17	\$43,509.73	\$44,815.02*
35	\$2,101.38	\$1,869.13	\$232.25	\$41,640.60	\$42,889.82*
36	\$2,101.38	\$1,879.11	\$222.27	\$39,761.49	\$40,954.33*
37	\$2,101.38	\$1,889.14	\$212.24	\$37,872.35	\$39,008.52*
38	\$2,101.38	\$1,899.22	\$202.16	\$35,973.13	\$37,052.32*
39	\$2,101.38	\$1,909.36	\$192.02	\$34,063.77	\$35,085.68*
40	\$2,101.38	\$1,919.55	\$181.83	\$32,144.22	\$33,108.55*
41	\$2,101.38	\$1,929.80	\$171.58	\$30,214.42	\$31,120.85*
42	\$2,101.38	\$1,940.10	\$161.28	\$28,274.32	\$29,122.55*
43	\$2,101.38	\$1,950.46	\$150.92	\$23,323.86	\$24,023.58*
44	\$2,101.38	\$1,960.87	\$140.51	\$24,362.99	\$25,093.88*
45	\$2,101.38	\$1,971.33	\$130.05	\$22,391.66	\$23,063.41*
46	\$2,101.38	\$1,981.86	\$119.52	\$20,409.80	\$21,022.09*
47	\$2,101.38	\$1,992.44	\$108.94	\$18,417.36	\$18,969.88*
48	\$2,101.38	\$2,003.07	\$98.31	\$16,414.29	\$16,906.72*

49	\$2,101.38	\$2,013.76	\$87.62	\$14,400.53	\$14,832.55*
50	\$2,101.38	\$2,024.51	\$76.87	\$12,376.02	\$12,747.30*
51	\$2,101.38	\$2,035.32	\$66.06	\$10,340.70	\$10,650.92*
52	\$2,101.38	\$2,046.18	\$55.20	\$8,294.52	\$8,543.36*
53	\$2,101.38	\$2,057.11	\$44.27	\$6,237.41	\$6,424.53*
54	\$2,101.38	\$2,068.09	\$33.29	\$4,169.32	\$4,294.40*
55	\$2,101.38	\$2,079.12	\$22.26	\$2,090.20	\$2,152.91*
56	\$2,101.38	\$2,090.20	\$11.18	\$0.00	\$0.00*

District of Columbia, *as Lessee*
 Cooperative Leasing, *as Lessor*

Lease Servicing Center, Inc. dba National

By QW 5/7
 Name: Drakus Wiggins
 Title: Contracting officer

By _____
 Name: _____
 Title: _____

* Assumes all Rent Payments and other amounts due on and prior to that date have been paid

EXHIBIT B

Certificate of Acceptance to Master Equipment Lease-Purchase Agreement

This **Certificate of Acceptance** is pursuant to Master Equipment Lease-Purchase Agreement dated as of July 29, 2014 and the related Equipment Schedule #14446-002, between Lease Servicing Center, Inc. dba National Cooperative Leasing (Lessor) and District of Columbia (Lessee). (the "Agreement").

- Equipment Acceptance.** Lessee hereby certifies and represents to Lessor that the Equipment referenced in the Agreement has been delivered, inspected and fully installed and operational; and therefore is accepted as of the date indicated below. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes. Lessee will immediately begin making Lease Payments in accordance with the times and amounts specified herein. LESSOR MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE STATE OF THE TITLE THERETO OR ANY COMPONENT THEREOF, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND LESSOR HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE EQUIPMENT IS LEASED TO LESSEE "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY LESSEE.

IN WITNESS WHEREOF, Lessee has caused this Certificate of Acceptance to be executed by their duly authorized representative.

ACCEPTANCE DATE:

Acceptance Date

SIGNATURE:

Signature

NAME:

TITLE:

