

Kopi-R Services LLC

PO Box 205, Rosenberg TX 77471

281-342-3707, Fax 888-639-2802

EQUIPMENT RENTAL AGREEMENT

To Our Valued Customer: This Equipment Rental Agreement is written in a simple and easy to read language, because we want you to understand the terms of the agreement. Rental payments will be referred to as monthly payments throughout this agreement, and this document will hereafter be referred to as the "Agreement." Please read this Agreement carefully and feel free to ask us any questions you have. The words "you" and "your" mean the "Rentee" or "Customer." The words "we," "us" and "our" refer to the "Rental," Kopi-R Services LLC.

NAME OF RENTEE: TDC Tanglewood Real Estate Owners, LLC dba The Hayworth			
Billing Address: 1414 Wood Hollow Dr	City: Houston	State: Texas	Zip Code: 77057
Equipment Location: same	City:	State: Texas	Zip Code:
Contact: Amanda Widner	Phone#: 713-783-1414	Fax#:	
Email Address: thehayworthmgr@greystar.com			
MANAGEMENT COMPANY INFORMATION			
Management Company : Greystar Management	750 Bering Dr #300	Houston TX 77057	
Supervisor: Kimberly Leblanc	Phone#: 713-479-8900	Fax#: 713-966-5020	
Email Address: klelanc@greystar.com			

AGREEMENT: We agree to rent to you, and you agree to rent from us, the equipment listed on this Agreement, referred to as "Equipment" in this Agreement. You promise to pay the monthly payments, plus any applicable sales taxes, according to the payment schedule below.

Quantity	Equipment Description, Manufacturer & Model Number	Serial #
1	Konica Copier with fax, scan, and print	See delivery invoice
Meter Start: See delivery invoice		Equipment Value: \$ 5,995.00

Term in Months	Monthly Payment	Delivery and Installation	Date of the Agreement
Month to Month	\$ 215.00 (Plus Appropriate Sales Taxes)	\$ 175.00 (Plus Appropriate Sales Taxes)	3 / 14 / 2017

You must pay the Monthly Payment on the Beginning Date of this Agreement and on the same day of each following month.

RENTAL ACCEPTANCE: Written thirty (30) day Cancellation notice must be given to terminate "Rental."

Monthly Allowable Copies 6,000 with an average rate of \$.0298 per copy.

- ☒ Supplies Included (Toner, Developer, Drum, etc., except paper and IT work)
☐ Supplies NOT Included
☐ Other _____

All Supplies included with this Agreement or purchased, MUST be Ordered from Kopi-R Services LLC. KL Initial

RENTREE ACCEPTANCE: You agree to all the terms and conditions shown on both the front and reverse sides of the Agreement, and that those terms and condition are a complete and exclusive statement of our agreement regarding the subject matter of this agreement, and they may be modified only by written agreement and not by course of performance. You, also, agree that you will not remove the Equipment from that address/building unless you get our written permission in advance to move it. You acknowledge receipt of a copy of the Agreement. This Agreement may not be terminated early. Your signature and acceptable credit standing will make this Agreement effective as of the Beginning Date of the Agreement shown above.

Signature: [Signature] Printed Name: Kimberly Leblanc Title: Director Date: 1

DELIVERY AND INSTALLATION CERTIFICATE: You hereby unconditionally and irrevocably represent to us that (i) all of the equipment included in this Agreement has been delivered to and installed at your place of business on or before the above Beginning date of this Agreement, and that this Agreement was delivered to you for proper signature as stated on Invoice# 13120582. Failure to return this Agreement may apply.

Kopi-R Services: Signature: Lisa Gallardo Printed Name: Lisa Gallardo Date: 3-24-17
(See reverse side for more terms of this Agreement)

Automatic Renewal

This Agreement will automatically renew on a monthly basis at the same monthly payment, unless you send us written notice stating you do not want this agreement to renew. You must notify us in writing at least 30 days before expiration.

Late Charges

If any part of a payment is more than 10 days late, you must pay a late fee of 5% per month (monthly minimum \$5) on the unpaid amounts. If your check is returned to us for non-payment, you must pay us a return check charge of \$35.00 or the maximum amount allowed by law. Late fees will be billed to you at the end of the term of this Agreement.

Ownership of the Equipment

We are the owner of the Equipment and have title to the Equipment. You agree this is a "Rental" and not a loan or installment sale. You are responsible for protecting the Equipment from damage, except for ordinary wear due to reasonable use, and from any kind of loss while you have the Equipment.

Delivery, Installation and Rent to Own of the Equipment

All installations require access to router port for network hook up. These ports should be within fifteen feet from location of copier. Additional cables longer than the above length must be provided by customer or by Kopi-R Services LLC at additional cost. Any connectivity to network computers, or any IT work, beyond the copier is not covered under this agreement. Requested IT/computer work will be charged at our standard hourly rate. A dedicated telephone line for fax is a must.

Maintenance and Supplies

You understand that we are not responsible for supplies for the Equipment. YOU AGREE THE MONTHLY PAYMENT DOES NOT INCLUDE SUPPLIES UNLESS OTHERWISE STATED ON THE FRONT. You are responsible for keeping Equipment in Good Operating Condition and will service the Equipment as and when needed. "Good Operating Condition" means the Equipment is immediately available for use by another lessee without the need of any repair.

Cancellation

You understand and agree that THIS AGREEMENT CAN BE CANCELLED BY YOU OR US AT ANY TIME FOR ANY REASON; WITH A THIRTY (30) DAY WRITTEN NOTICE.

Location of the Equipment

You will keep and use the Equipment only at the installation address shown on this Agreement. You will not remove the Equipment from that address unless you get our written permission in advance to move it. At the end of the term of this Agreement only Kopi-R Services LLC may remove equipment from the address listed on front or you will return the Equipment to us using a freight company that specializes in shipping copiers.

Risk of Loss

You bear all risk of loss from the time the Equipment is made available for your use until the equipment is safely returned to our possession.

Insurance

You must keep the Equipment fully insured against loss until this Rental is cancelled and copier removed by Kopi-R Services LLC, and have us named as loss payee. You also must obtain a general public liability insurance policy from anyone who is acceptable to us, and include us as an insured on the policy. You must provide us certificates or other evidence of property and liability insurance acceptable to us before this Agreement term begins and throughout the term of this Agreement. You agree it is not our responsibility to notify you when certificates or other evidence of insurance expires. If you do not provide us with acceptable evidence of insurance, we may, but will not be required to provide insurance coverage for you and add a charge at the end of the term of this Agreement for this insurance coverage. If you provide certificates of insurance at the end of the lease term after receiving this charge, you agree to pay a risk fee equal to 25% of the charge for duplicate insurance we have provided due to your non compliance with this provision of this Agreement.

Limitation of Liability

We are not responsible for any loss or injuries caused by the installation, use or removal of the Equipment. You must reimburse us for, and defend us against, any claims for losses or injuries caused by the Equipment. In no event will we be liable for any punitive, indirect, direct, incidental or consequential damages in any action arising from, related to, or concerning the subject matter of this Agreement, whether based in contract, tort (including negligence), intended profits, income or goodwill, regardless of whether we have been advised of the possibility of such damages. In the event any of the terms or provisions of the related agreements are in conflict with any of the terms or provisions of this Agreement, the terms or provisions of this Agreement shall be controlling.

Insurance Liability Limits Agreement

When Kopi-R Services LLC signs an "Agency Disclosure Form"/"Vendor Agreement", Any Strike through and handwritten changes to the Liability Limits required on the agreement are accepted and mutually agreed upon.

Taxes, Fees, Insurance

You must pay when due, all appropriate taxes, fines, and penalties relating to this Agreement. If we are required to file and pay property tax, you agree to reimburse us. If you are required to file and pay the taxes directly to the collector, we will notify you. If we pay any of the above for you, you must reimburse us on demand for each payment we make on your behalf. Your monthly invoice will reflect a charge of \$8.50 for admin fees. Any excess insurance required above and beyond the standard that Kopi-R Services LLC provides may be provided at an additional cost.

Assignment

YOU HAVE NO RIGHT TO SELL, TRANSFER, OR SUBRENT THE EQUIPMENT OR THIS AGREEMENT. We may sell, assign, or transfer this Agreement. If we sell, assign, or transfer this Agreement, the new owner will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the rights of the new owner will not be subject to any claims, defenses, or set-offs that you may have against us.

Default

If you do not pay your monthly payment when due, or if you break any of your promises in this Agreement, you will be in default. If you default, we can require that you pay the remaining balance of this Agreement and return the Equipment to us. We can also use any of the remedies available to us under the Uniform Commercial Code or any other law. If we refer this Agreement to an attorney for collection, you agree to pay reasonable attorney's fees and actual costs. If we have to take possession of the Equipment, you agree to pay the cost of repossession.

Other Rights

You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time.

Return of Equipment

At the end of this Agreement term, you will immediately allow Kopi-R Services LLC to retrieve Equipment in Good Operating Condition as defined in the Maintenance and Supplies provision of this Agreement. You will prepay all expenses of crating and shipping by means we designate. If expenses of crating and shipping are not paid by the expiration of this Agreement or your 30 day written cancellation notice, this Agreement will be renewed according to the Automatic Renewal provision.

UPGRADES

Any invoice stating increase in price due to a requested upgrade to the rental copier i.e. Fax, Printer, Scanner, increase copy allowance, etc. will be constituted as an addendum to this contract.

Security Deposit

We may keep any security deposit you gave to us to cover any costs or losses we suffer because of your failure to keep any of your promises in this Agreement.

Law

This Agreement will be deemed fully executed and performed in Fort Bend County, Texas upon you signing the Lessee Acceptance provision and will be governed by the laws of the State of Texas. You expressly consent to Jurisdiction and venue in federal or state courts in Fort Bend County, Texas. You consent to personal jurisdiction in such courts and waive any rights to transfer venue. You and we waive all rights to trial by jury in any legal action relating to this Agreement.