

# Equipment Service Agreement



This Agreement is between Olympus America Inc. ("Olympus"), 3500 Corporate Parkway, Center Valley, Pennsylvania 18034, and

Customer Name The County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center, a general acute care teaching hospital wholly owned and operated by the County.		Agreement #	Effective Date
Customer Street Address 1441 Constitution Blvd.	City Salinas	State/ZIP CA 93906	Tax Exempt ID# or EIN

**1. Description of Service.** Olympus provides you with a service plan that will guarantee your equipment continues to operate at the highest level. Olympus will, directly or through the original equipment manufacturer, perform the following services ("Services") for the equipment identified on Schedule B-1 (the "Equipment"):

- a) Provide you with unrestricted access to technical support twenty-four hours a day, seven days per week. Contact 1-800-848-9024 (Monday through Friday between 7am and 8pm EST) or 1-877-624-7267 (Weekends and Monday through Friday between 8pm and 7am EST)
- b) Provide a telephone response to requests for repairs of electronic Equipment within four hours. Requests for repairs or non-preventative maintenance on all other Equipment will be sent to Olympus for repair service and returned next day freight, shipping paid by Olympus if pre-paid shipping labels are used.
- c) Provide all parts and labor necessary to complete the repair, including the repair of damage caused accidentally, to the manufacturer's then-current specifications. You understand and agree that Olympus may use reconditioned, refurbished, and/or serviceable used parts that satisfy Olympus' quality assurance standards.
- d) For Olympus OER-Pro equipment covered under this agreement, upon your written request, perform preventative maintenance in accordance with the manufacturer's preventative maintenance instructions once per annum or every 2500 machine cycles, whichever is shorter.
- e) Provide you with access to the Olympus Repair Services Web Portal ([www.olympusamerica.com/serviceportal](http://www.olympusamerica.com/serviceportal)) to enable you to submit a service order, track the status of your repairs, view 120-day repair histories, view your facility's equipment inventory, and print pre-paid shipping labels to return Equipment to Olympus for repair.
- f) Provide your employees with unlimited access to Olympus University ([www.olympusuniversity.com](http://www.olympusuniversity.com)) live educational courses. Course fees are included as part of this Agreement.
- g) Upon request and subject to availability and the terms and conditions provided herein, Olympus agrees to provide you, at no additional charge and only on a like kind basis, a temporary loaner unit, along with ancillary accessories (if needed) (collectively, the "Loaner Unit"), to be utilized at your location while the corresponding Equipment is being repaired.
- h) Exceptions: This agreement shall not cover:
  - o Supplies and consumables, including, without limitation, lamps, cables, thermal head printers, filters, and connectors;
  - o Testing or certification of leakage current;
  - o Any Equipment which has been disassembled, repaired, tampered with, altered, changed, or modified by persons other than Olympus' own authorized service personnel unless repair by others is made with the written consent of Olympus;
  - o Defects or damage to the Equipment resulting from gross misuse, abuse, negligence, acts of God and other disasters, non-performance of scheduled operator and maintenance items or non-approved reprocessing methods;
  - o Software programs; and
  - o Equipment which does not contain a validly placed and recorded Olympus serial number.

**2. Customer Obligations.** In order for Olympus to provide the best quality and most efficient Service, and to fulfill its obligations under this Agreement, Olympus requires your strict cooperation in the following ways:

- a) Open a Return Merchandise Authorization (RMA) for each repair event over the telephone (1-800-537-5739) or through the Repair Services Web Portal. Provided you open an RMA and use the pre-paid shipping labels, Olympus will assume the risk of loss of or

damage to the Equipment while the Equipment is in transit to and from Olympus.

- b) Provide Olympus service personnel with reasonable assistance for diagnosing and correcting Equipment problems by telephone and, if necessary, access to the Equipment and Loaner Units upon reasonable notice and during normal business hours.
- c) Return Loaner Units promptly and in accordance with the terms of this Agreement.
- d) Follow operating, reprocessing, cleaning, and maintenance procedures, as applicable, for the Equipment and Loaner Units as described in Olympus' instruction manuals and in accordance with all applicable federal, state, and local laws, including reprocessing and adequately packaging Equipment that comes into contact with potentially infectious material before sending it to Olympus. In addition, you agree that Loaner Units will be used only for human use by properly licensed physicians performing procedures on your behalf.

**3. Loaner Units.** Following Olympus' issuance of an RMA, if requested and available, Olympus will ship you a Loaner Unit via Federal Express Priority Overnight. Within two (2) business days following receipt of the Equipment, Olympus will repair and return ship the Equipment to you. In order to maintain the integrity of this Olympus service offering, and to ensure that all service customers have the opportunity to receive a Loaner Unit, upon your receipt of the Equipment, you agree to promptly return the Loaner Unit to Olympus using the provided return shipping label. In the event the Loaner Unit is not shipped back to Olympus within thirty (30) days from the date the Loaner Unit was shipped to you, Olympus will invoice you and you agree to pay an extended usage fee of \$1,000. In the event the Loaner Unit is not shipped back to Olympus within sixty (60) days from the date the Loaner Unit was shipped to you, Olympus will invoice you and you agree to pay a second extended usage fee of \$1,000. If the Loaner Unit is not shipped back to Olympus within ninety (90) days from the date the Loaner Unit was shipped to you, Olympus will invoice you and you agree to pay for the full replacement value of the Loaner Unit less the invoiced and paid extended usage fees, and Olympus will transfer title of the Loaner Unit to you on an "AS IS, WHERE IS" basis, without recourse to or warranty of Olympus.

In addition to the above obligations, you acknowledge that (i) you will be responsible for repair or replacement costs caused by any destruction, damage to, misuse or abuse of the Loaner Units, other than normal wear and tear, as reasonably determined by Olympus, and (ii) unless transferred under the terms of this Agreement, the Loaner Unit remains the exclusive property of Olympus and must be returned to Olympus as required under this Agreement or immediately upon Olympus' request.

**4. Partial Repairs; Obsolete Equipment.** To ensure the protection of you and your patients, Olympus rejects partial repair requests for repair of only specifically designated components without instructions to bring the product back to manufacturer's then-current specifications. From time to time, Olympus may identify equipment as obsolete and not longer capable of being serviced. Olympus will notify you if equipment contained on Schedule B-1 has been identified as obsolete in order to address removal of the obsolete equipment from Schedule B-1 and a pro rata adjustment to the Fixed Annual Rate.

**5. Pricing; Payment; Disclosure of Discounts.** The Fixed Annual Rate for the Term is set forth on Schedule B-2, and you may choose to pay in monthly, quarterly, semi-annual, or annual installments as indicated on Schedule B-2. You will be invoiced for the first payment upon the Effective Date of this Agreement. Payment terms are net thirty (30) days with a (15) day grace period from the date of each invoice. The Fixed Annual Rate and other amounts due under this Agreement shall be made by you unconditionally without defense, counterclaim, or offset for any reason. The expiration or earlier termination of this Agreement does not

release you from your obligations nor operate to discharge any liability incurred by Olympus before, during, or after the Term. Olympus will refund to you any portion of the Fixed Annual Rate that was prepaid as of the effective date of termination. To the extent allowed by law, any delinquent payment shall continue to accrue interest at the lower of 1% per month or the highest lawful rate from the due date until paid. This Agreement may result in a discount or reduction in price for the Service. You are obligated to properly disclose and appropriately reflect the net value or reduced prices of the Service on applicable cost reports or in charges to Medicare, Medicaid, and other federal health insurance programs or state health insurance programs (collectively, "Insurance Programs") in accordance with Section 1128B(b)(3) of the Social Security Act, 42 U.S.C. §1320a-7b(b)(3). For purposes of proper reporting and disclosure to the Insurance Programs, a more detailed breakdown of your cost of Service is located on Schedule B-2, which you should retain and make this information available to federal or state governmental officials upon appropriate request. You should contact Olympus if you require further information.

**6. Taxes.** The prices in this Agreement do not include taxes. You will be invoiced for all license and registration fees, sales, use, property, value-added or other taxes (collectively, the "Taxes") Olympus is required to pay based on this Agreement provided (a) you fail, following request from Olympus, to timely provide a tax exemption certificate to Olympus, (b) you lose your tax-exempt status or are acquired by an entity which is not tax-exempt, or (c) a taxing authority imposing a tax does not permit Olympus to obtain the benefit of your tax exemption. This section does not apply to taxes based on Olympus' income.

**7. Term; Termination.** The term of this Agreement will commence upon approval of the Agreement by the Monterey County Board of Supervisors and will continue for a period of time identified on Schedule B-2 (the "Term"). Either party may terminate this Agreement upon thirty (30) days written notice to the other party, if the other party breaches any of its material obligations and such breach is not cured during the 30-day period, or without cause upon ninety (90) days written notice to the other party.

**8. Default and Remedies.** Any of the following events or occurrences will constitute an event of default by you under this Agreement: (a) Olympus has not received full payment within ten (10) days after its due date; (b) you become insolvent or have a proceeding under any bankruptcy law commenced by or against you; or (c) you do not comply with each term of this Agreement, including without limitation the Customer Obligations. Upon your default, Olympus, or its assignee or designee, may suspend Service until all required payments have been made and/or pursue any other remedies available at law or in equity.

**9. Limited Warranty; Assignment.** The Services will be warranted as indicated on Schedule A. You agree not to assign this Agreement without the prior written consent of Olympus, which Olympus may not unreasonably withhold.

**10. Complete Agreement; Notice; Waiver.** This Agreement constitutes the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all other oral or written agreements or policies relating thereto, and the individuals executing this Agreement represent that they are authorized to enter into this Agreement and bind their respective entities. Any purchase order or other document received from you will not affect this Agreement other than with respect to requested Product quantities, applicable pricing, and delivery destinations (except to the extent that the purchase order or document is inconsistent with this Agreement). All notices will be in writing and deemed provided when mailed or sent by first class mail or recognized overnight delivery service, postage prepaid, addressed to the corresponding address set forth above or at such other address as a party may subsequently provide in writing. This Agreement will not be modified, waived, or discharged unless that modification, waiver, or discharge is agreed to in writing signed by an authorized signatory of each party. No waiver by either party of any breach of this Agreement by the other party will constitute a waiver of any other breach occurring at the same time or before or after.

**11. Costs.** The parties waive the right to trial by jury in any litigation, and you agree to pay all reasonable costs incurred by Olympus resulting from all controversies, disputes or claims which are decided or settled favorable to Olympus.

**12. Force Majeure.** Except for payment obligations, both parties will be excused from performing their obligations under this Agreement if

performance is prevented by a force majeure event, and the excuse continues while the force majeure event continues. As used in this Agreement, "force majeure" shall mean causes beyond a party's reasonable control, including, by way of example but not limitation, acts of God, war, riot, or civil commotion, terrorist activities, damage to or destruction of production facilities or materials by fire, earthquake, storm, or other disaster, strikes or other labor disturbances, epidemic, pandemic, failure or default of public utilities or common carriers, and other similar acts.

**13. Non-Exclusion Certification.** Neither Olympus or any of its employees providing the Services are excluded or debarred from participation in any federal health care programs, as defined under 42 U.S.C § 1320a-7b(f), or any form of state Medicaid program.

**14. Severability; Counterparts.** If any provision of this Agreement is unenforceable to any extent, the remainder of this Agreement will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by law. The parties may execute this agreement in counterparts, each of which is an original and all of which together will constitute one instrument. A facsimile or electronic transmission of an original will constitute delivery of an original.

**15. Service Indemnification.**

(a) Olympus shall defend, indemnify and hold harmless Customer from any suit or proceeding brought against Customer based on a third party's claim for bodily injury or property damage arising from the services provided hereunder, provided Olympus is (i) notified promptly in writing of any such claim; (ii) given authority to control fully any such suit or proceeding; and (iii) in receipt of information and reasonable assistance and cooperation from Customer in preparation of the defense of any such suit or proceeding. Provided Customer complies with the above requirements, Olympus shall pay all damages, costs, and expenses, including reasonable attorneys' fees of third parties (excluding Customer and affiliates of Customer), that Customer shall be legally required to pay on the basis of bodily injury or property damage and shall reimburse Customer for any authorized expense it incurs at Olympus' written request. Notwithstanding the foregoing, Olympus' liability to Customer for the aforementioned damages, costs, and expenses shall not exceed \$1,000,000 per occurrence. Except for defense and indemnification obligations as set forth in this Agreement, neither you nor Olympus shall be liable to the other for any damages exceeding the aggregate insurance coverage limits set forth in this Agreement, including but not limited to, any and all legal and regulatory actions, alleged damages, claims, liabilities, costs, expenses or financial loss, in any way arising from or relating to the performance of this Agreement. The provisions of this Section shall apply regardless of the form of action, damage, claim, liability, cost, expense, or less, whether in contract, statute, tort or otherwise.

(b) Notwithstanding subsection (a) above, Olympus shall not be liable to Customer to the extent the bodily injury or property damage claim is based on or arises out of: (i) the use of equipment or materials not delivered by or on behalf of Olympus and/or not bearing the "OLYMPUS" brand label (however, parts used to repair the Equipment, whether reconditioned, refurbished, and/or serviceable used parts that satisfy Olympus' quality assurance standards, shall be considered as "OLYMPUS" brand equipment); (ii) the negligence, omissions, or other misconduct of Customer; (iii) representations and warranties regarding the services or Equipment made by Customer or any agents, salespersons, or representatives of Olympus or Customer; (iv) the improper storage, usage, service, or maintenance of the Equipment; (v) any Equipment which has been disassembled, repaired, tampered with, altered, changed or modified by persons other than Olympus's own authorized service personnel; (vi) failure of Customer or the end-user to use updated components provided by Olympus for avoiding such injury or damage; or (vii) use of the Equipment in a manner for which it was neither designed nor contemplated. THE FOREGOING SETS FORTH CUSTOMER'S EXCLUSIVE REMEDY AND OLYMPUS' SOLE OBLIGATION WITH RESPECT TO ANY CLAIMS OF BODILY INJURY OR PROPERTY DAMAGE RELATING TO THE SERVICES SUPPLIED HEREUNDER. IN NO EVENT SHALL OLYMPUS BE RESPONSIBLE, WHETHER UNDER THIS SECTION, IN CONTRACT, TORT, OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER OR NOT OLYMPUS SHALL BE OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.


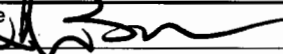
**16. Insurance.** At all times during the Term, Olympus shall procure and maintain comprehensive general liability insurance covering itself, its employees, directors and officers, in the minimum amounts of One Million

Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate of all claims. Olympus shall maintain worker's compensation coverage in amounts no less than statutory limits. Upon written request, Olympus shall provide Customer with proof of insurance.

**17. General Warranty of Compliance.** Olympus warrants that all services to be provided hereunder, whether by it directly or by approved sub-contractors of Olympus, shall comply with all applicable federal and state statutes, laws, rules and regulations.


**AGREED AND ACCEPTED BY:**

Authorized Customer Signature	Title	Phone	Date
Authorized Customer Signature	Title	Phone	Date

<b>Olympus America Inc.</b> Authorized Signature 	Title <b>Jose Minguillon</b>	Date <b>11/10/15</b>
Authorized Signature 	Title <b>VP, Customer Facing Operations &amp; Administration</b>	Date <b>11/10/15</b>
	<b>Keith W. Brown</b>	
	<b>Director, Service Contracts</b>	

Please return executed Agreement to:  
**Olympus America Inc.** | Attn: Service Contracts Team | 3500 Corporate Parkway | Center Valley, PA 18034  
 Fax: (484) 896-7154 | Email: [service.contracts@Olympus.com](mailto:service.contracts@Olympus.com)

*AK*  
*AK Brecht*  
*Dep. County Counsel*  
*12-2-11*

Reviewed as to fiscal provisions  
  
 Auditor-Controller  
 County of Monterey *12-3-15*

**SCHEDULE A**

**LIMITED WARRANTY AND LIMITATION OF LIABILITY**

Subject to the exclusions, limitations and disclaimers set forth below, Olympus' sole warranty and representation to Customer is that all repair and maintenance services shall be performed in a good and workmanlike manner and that the specific problem addressed by the service performed shall not recur for a period of twelve months from the date of such repair or maintenance service.

EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, OLYMPUS MAKES NO AND DISCLAIMS ALL OTHER REPRESENTATIONS, GUARANTIES, CONDITIONS OR WARRANTIES OF ANY KIND WHATSOEVER, WHETHER EXPRESS OR IMPLIED OR ARISING UNDER ANY STATUTE, ORDINANCE, COMMERCIAL USAGE OR OTHERWISE, WITH RESPECT TO THE SERVICES PROVIDED HEREIN AND THE EQUIPMENT, LOANER UNITS, COMPONENTS, SUPPLIES, PARTS AND MATERIALS PROVIDED IN CONNECTION WITH SUCH SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR REPRESENTATION AS TO THE MERCHANTABILITY OF THE EQUIPMENT AND THEIR FITNESS FOR A PARTICULAR PURPOSE, OR RELATING TO THE INFRINGEMENT OF ANY PATENT, COPYRIGHT, OR OTHER PROPRIETARY RIGHT, OR ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES HEREIN. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL OLYMPUS BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL LOSSES OR DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE, OR LIABILITIES TO OTHER PARTIES, HOWEVER CAUSED, WHETHER IN CONTRACT OR TORT, OR BY THE NEGLIGENCE OF THE SERVICE PROVIDER OR OTHERWISE. WITH THE EXCEPTION OF THE INDEMNIFICATION PROVIDED IN SECTION 15 OF THE AGREEMENT, THE CUSTOMER ACKNOWLEDGES AND AGREES THAT OLYMPUS' LIABILITY AND THE CUSTOMER'S EXCLUSIVE REMEDY IS LIMITED TO THE PERFORMANCE OF THE SERVICES PROVIDED BY THIS AGREEMENT OR THE FAIR MARKET VALUE THEREOF.

SOME STATES MAY NOT RECOGNIZE A DISCLAIMER OR LIMITATION OF WARRANTIES AND/OR LIMITATION OF LIABILITY SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO THE CUSTOMER. THE CUSTOMER MAY ALSO HAVE DIFFERENT AND/OR ADDITIONAL RIGHTS AND REMEDIES THAT VARY FROM STATE TO STATE. IF ANY IMPLIED WARRANTIES APPLY AS A MATTER OF LAW, THEY ARE LIMITED IN DURATION TO THE LENGTH OF THIS WARRANTY. OLYMPUS DOES NOT WARRANT THE RESULTS OF ITS SERVICES WITH RESPECT TO SOFTWARE PROGRAMS OR THAT THE EQUIPMENT WILL MEET THE CUSTOMER'S REQUIREMENTS.

Representations and warranties made by any person, including but not limited to representatives of Olympus, which are inconsistent or in conflict with or in addition to the terms of this warranty, shall not be binding upon Olympus unless reduced to writing and approved by an expressly authorized officer of Olympus.

# OLYMPUS

Wednesday, November 04, 2015

<b>QUOTATION NUMBER</b> F- 57-01321
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NATIVIDAD MEDICAL CENTER  
1441 CONSTITUTION BLVD  
SALINAS, CA  
93906

Dear: Valued Customer

Thank you for providing Olympus with the opportunity to quote our Full Service Agreement.

Please review all terms in the attached documentation and sign the Olympus Full Service Agreement, including Schedules B-1 and B-2, along with any additional documentation required. The prices listed in this quotation are subject to final review and approval by Olympus. The terms and pricing of the agreement are valid for 90 days from the date above.

We are pleased to provide the following services which are included in your Olympus Full Service Agreement:

- Full repair coverage with no cap for all contracted equipment, including accidental damage
- Expedited turn-around time of 24 – 48 hours for most repairs
- Next day shipping in both directions included at no extra charge
- 24/7 technical support: Weekdays 7:00 a.m. – 8:00 p.m. ET at (800) 848-9024 or all other times at (877) 624-7267
- 24/7 access to online repair management information at [www.olympusamerica.com/serviceportal](http://www.olympusamerica.com/serviceportal)
- Periodic and on-demand training and support by Olympus Endoscopy Support Specialists at your facility
- Full access to educational courses offered through Olympus University
- Prioritized access to loaner equipment (available upon request and subject to availability) at no extra charge
- Service Contracts administrative support: 8:30 a.m. – 5:30 p.m. ET by phone at (800) 401-1075, fax at (484) 896-7154 or email at [Service.Contracts@Olympus.com](mailto:Service.Contracts@Olympus.com)

To help expedite the processing of your agreement, please answer the following questions:

Does your organization require a Purchase Order to appear on invoices?

YES  NO If YES, please provide the P.O. number here: \_\_\_\_\_

Purchase Order is attached with the executed Full Service Agreement.

The Olympus Full Service Agreement, including Schedules B1 and B2, has been signed by an authorized signor.

All required documents should be fully executed and returned to the administrator noted below.

We value the trust that you put into Olympus by partnering with us for your service needs. We are committed to helping healthcare providers protect their investment in Olympus products by extending the useful life of the equipment, maximizing procedural uptime, and improving clinical performance.

Should you have any questions regarding this quotation, feel free to contact me and I will be happy to assist you.

Sincerely,

Mike Santiago

Service Contracts Administrator  
Olympus America Inc.  
3500 Corporate Parkway  
Center Valley, PA 18034  
Phone:(484)896- 5734  
Fax: (484) 896-7154  
Email [michael.santiago@olympus.com](mailto:michael.santiago@olympus.com)

**OLYMPUS AMERICA INC.**

**3500 CORPORATE PARKWAY, P.O. BOX 610, CENTER VALLEY, PA 18034-0610  
TELEPHONE (484) 896-5000**



**SCHEDULE B-1 - Equipment covered under Service Agreement\***

\* Subject to results of required pre-effective date check of all existing equipment.

NATIVIDAD MEDICAL CENTER  
 1441 CONSTITUTION BLVD  
 SALINAS, CA 93906

Quote Number: 57-01321  
 Quote Date: 11/4/2015

Pre-Effective Check Date: _____	<b>Pre-Effective Inspection:</b>	
Performed By: _____	Discounted Pre-Effective Total Cost:	\$ 24,255.00
	List Price, Pre-Effective Date Repairs:	\$ 34,650.00

**EQUIPMENT**

	MODEL	SERIAL #	Condition	Prod. Type	Image Test	Insert. Tube Test	List Price Pre-Effective Repairs	Comments
1	GIF-Q180	2808360	Existing	GI Video	Pass	Fail	\$ 6,930	
2	GIF-Q180	2604625	Existing	GI Video	Pass	Fail	\$ 6,930	
3	GIF-Q180	2706317	Existing	GI Video	Pass	Fail	\$ 6,930	
4	GIF-Q180	2002147	Existing	GI Video	Pass	Pass		
5	GIF-H180	2806889	Existing	GI Video	Pass	Pass		
6	PCF-Q180AL	2706103	Existing	GI Video	Pass	Fail	\$ 6,930	
7	PCF-Q180AL	2706080	Existing	GI Video	Pass	Fail	\$ 6,930	
8	PCF-H180AL	2007549	Existing	GI Video	Pass	Pass		
9	CF-Q180AL	2804014	Existing	GI Video	Pass	Pass		
10	CF-HQ190L	2418440	Existing	GI Video	Pass	Pass		
11	TJF-160VF	2801430	Existing	GI Video	Pass	Pass		
12	TJF-160VF	2701767	Existing	GI Video	Pass	Pass		
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The Equipment listed above includes all Equipment covered by this Agreement as of the date of execution or renewal. Any changes to this list must be mutually agreed to in writing, and may result in an increase or decrease in the Fixed Annual Rate.

Customer Signature: \_\_\_\_\_ If List continues on following page, initial here and sign last page. \_\_\_\_\_

