

**Fill in this information to identify the case:**

Debtor Thrasio, LLC

United States Bankruptcy Court for the: \_\_\_\_\_ District of New Jersey  
(State)

Case number 24-11902

**Official Form 410  
Proof of Claim**

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

**Part 1: Identify the Claim**

1. Who is the current creditor?	<u>GreatAmerica Financial Services Corporation</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent? See summary page	Where should payments to the creditor be sent? (if different)
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Contact phone <u>866-735-1525</u> Contact email <u>dpetersen@greatamerica.com</u>	Contact phone _____ Contact email _____
	Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ <span style="float: right;">MM / DD / YYYY</span>	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor?  No  
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 8351 \_\_\_\_

7. How much is the claim? \$ 52173.37. Does this amount include interest or other charges?  
 No  
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
Limit disclosing information that is entitled to privacy, such as health care information.  
Unconditional payment obligation under contracts constituting chattel paper.

9. Is all or part of the claim secured?  No  
 Yes. The claim is secured by a lien on property.  
**Nature or property:**  
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
 Motor vehicle  
 Other. Describe: \_\_\_\_\_  
**Basis for perfection:** \_\_\_\_\_  
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  
**Value of property:** \$ \_\_\_\_\_  
**Amount of the claim that is secured:** \$ \_\_\_\_\_  
**Amount of the claim that is unsecured:** \$ \_\_\_\_\_ (The sum of the secured and unsecured amount should match the amount in line 7.)  
**Amount necessary to cure any default as of the date of the petition:** \$ \_\_\_\_\_  
**Annual Interest Rate** (when case was filed) \_\_\_\_\_ %  
 Fixed  
 Variable

10. Is this claim based on a lease?  No  
 Yes. Amount necessary to cure any default as of the date of the petition. \$ 3865.49

11. Is this claim subject to a right of setoff?  No  
 Yes. Identify the property: \_\_\_\_\_



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check all that apply:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.	\$ _____

\* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ \_\_\_\_\_

**Part 3: Sign Below**

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.**

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 04/10/2024  
MM / DD / YYYY

/s/Dustin Petersen  
Signature

**Print the name of the person who is completing and signing this claim:**

Name Dustin Petersen  
First name Middle name Last name

Title Litigation Specialist

Company GreatAmerica Financial Services Corporation  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address \_\_\_\_\_

Contact phone \_\_\_\_\_ Email \_\_\_\_\_



# KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 967-0496 | International 001-310-823-9000

<b>Debtor:</b> 24-11902 - Thrasio, LLC		
<b>District:</b> District of New Jersey, Trenton Division		
<b>Creditor:</b> GreatAmerica Financial Services Corporation ATTN: Peggy Upton P.O. Box 609  Cedar Rapids, IA, 52406  <b>Phone:</b> 866-735-1525  <b>Phone 2:</b>  <b>Fax:</b>  <b>Email:</b> dpetersen@greatamerica.com	<b>Has Supporting Documentation:</b> Yes, supporting documentation successfully uploaded  <b>Related Document Statement:</b>  <b>Has Related Claim:</b> No  <b>Related Claim Filed By:</b>  <b>Filing Party:</b> Authorized agent	
<b>Other Names Used with Debtor:</b>	<b>Amends Claim:</b> No  <b>Acquired Claim:</b> Yes	
<b>Basis of Claim:</b> Unconditional payment obligation under contracts constituting chattel paper.	<b>Last 4 Digits:</b> Yes - 8351	<b>Uniform Claim Identifier:</b>
<b>Total Amount of Claim:</b> 52173.37	<b>Includes Interest or Charges:</b> Yes	
<b>Has Priority Claim:</b> No	<b>Priority Under:</b>	
<b>Has Secured Claim:</b> No  <b>Amount of 503(b)(9):</b> No  <b>Based on Lease:</b> Yes, 3865.49  <b>Subject to Right of Setoff:</b> No	<b>Nature of Secured Amount:</b> <b>Value of Property:</b>  <b>Annual Interest Rate:</b>  <b>Arrearage Amount:</b>  <b>Basis for Perfection:</b>  <b>Amount Unsecured:</b>	
<b>Submitted By:</b> Dustin Petersen on 10-Apr-2024 11:20:21 a.m. Eastern Time  <b>Title:</b> Litigation Specialist  <b>Company:</b> GreatAmerica Financial Services Corporation		

**Name:** Thrasio, LLC  
**Date:** 4/10/2024  
**Case No.** 24-11840

<b>Agreement No.</b>	<b>1668351-000</b>	<b>1668351-001</b>	<b>1668351-002</b>	<b>1668351-003</b>	<b>1668351-004</b>	<b>1668351-005</b>
Unpaid Rentals	\$2,278.00	\$1,094.00	\$3,309.60	\$4,842.00	\$3,183.60	\$21,510.49
Residual (Purchase Option)	\$2,434.18	\$1,169.01	\$2,526.08	\$2,586.98	\$1,214.95	\$3,507.78
Sales Tax	\$294.52	\$175.37	\$517.92	\$612.89	\$274.91	\$0.00
Collection Expense	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Insurance Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Legal Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Returned Check Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Repossession Charges	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Billed Property Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Estimated Property Tax	\$0.00	\$209.93	\$0.00	\$431.16	\$0.00	\$0.00
Accrued Late Charges	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Proceeds from Sale of Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Security Deposit on File	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Unapplied Suspense Amounts	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>Subtotal</i>	<i>\$5,006.70</i>	<i>\$2,648.31</i>	<i>\$6,353.60</i>	<i>\$8,473.03</i>	<i>\$4,673.46</i>	<i>\$25,018.27</i>
<b>TOTAL CLAIM AMOUNT</b>	<b>\$52,173.37</b>					

**SHARP****Value Lease Agreement**

APPLICATION NO.

AGREEMENT NO.

1668351

**SHARP BUSINESS SYSTEMS**The words **User, Lessee, you** and **your** refer to **Customer**. The words **Owner, Lessor, we, us** and **our** refer to **Sharp Electronics Corporation through its Sharp Business Systems division**.**CUSTOMER INFORMATION**

FULL LEGAL NAME Thras.io, Inc.		STREET ADDRESS 85 West St		
CITY Walpole	STATE Massachusetts	ZIP 02081-1844	PHONE	FAX
BILLING NAME (IF DIFFERENT FROM ABOVE)		BILLING STREET ADDRESS		
CITY	STATE	ZIP	E-MAIL	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)				

**EQUIPMENT DESCRIPTION**

MAKE/MODEL/ACCESSORIES	NOT FINANCED UNDER THIS AGREEMENT	SERIAL NO.	STARTING METER
	<input type="checkbox"/>		
	<input type="checkbox"/>		

See the attached Schedule A       See the attached Billing Schedule

**TERM AND PAYMENT SCHEDULE**


36	Payments* of \$	676.00	The lease contract payment ("Payment") period is monthly unless otherwise indicated.	*plus applicable taxes
Payment includes	10,000	Black and White Images per month	Overages billed Quarterly at \$	0.0104 per image*
Payment includes	2,000	Color Images per month	Overages billed Quarterly at \$	0.0582 per image*
Payment includes		Scan Images per month	Overages billed monthly at \$	per image*
Payment includes		Fax Images per month	Overages billed monthly at \$	per image*

By initialing here, you agree that service and supplies are not included in this Agreement.

**END OF LEASE OPTIONS**

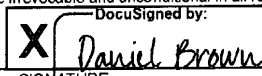
You will have the following option at the end of the original term, provided that no event of default under the Agreement has occurred and is continuing. To the extent that any purchase option indicates that the purchase price will be the "Fair Market Value" (or "FMV"), such term means the current market value of the Equipment. 1) Purchase all but not less than all the Equipment for the Fair Market Value per paragraph 1, 2) Renew the Agreement per paragraph 1, or 3) Return the Equipment per paragraph 3.

**THIS IS A NONCANCELABLE / NONREFUNDABLE / IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELED, ASSIGNED OR TERMINATED, BY CUSTOMER.****LESSOR ACCEPTANCE**

Sharp Electronics Corporation through its Sharp Business Systems Division		TITLE	DATED
LESSOR	SIGNATURE		

**CUSTOMER ACCEPTANCE**

By signing below or authenticating an electronic record hereof, you certify that you have reviewed and do agree to all terms and conditions of this Agreement on this page and on page 2 attached hereto. Upon signing below or authenticating an electronic record, your promises herein will be irrevocable and unconditional in all respects.

Thras.io, Inc.	<input checked="" type="checkbox"/> DocuSigned by: 	Director of IT	5/17/2021
CUSTOMER (as referenced above)	SIGNATURE 7AFE14EC4A3744C...	TITLE	DATED
Tax ID Here	Daniel Brown	PRINT NAME	
FEDERAL TAX I.D. #			

**CONTINUING GUARANTY**

You unconditionally and absolutely, jointly and severally, guarantee that Customer will fully and promptly pay and perform all obligations under the Agreement and any addendums and supplements thereto. This is a continuing Guaranty and shall not be revoked by your death, bankruptcy, incompetency or insolvency. You may not terminate or revoke this Guaranty without written notice to us, and this Guaranty shall continue in full force and effect with regard to all of Customer's obligations arising prior to the date of such notice. We may make changes, including compromise or settlement, with the Customer, and you waive any abatement, setoff, defense or counterclaim for any reason and all notice of any changes or default. It is not necessary for us to proceed first against the Customer before enforcing this Guaranty. You certify that the financial information you have given us is true, complete and accurate in all material respects. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents. Without our prior written consent, you will not transfer your obligations under this Guaranty or all or substantially all your assets to anyone. This Guaranty will be binding on your estate, heirs, successors and assigns. We may assign this Guaranty without notice. The undersigned, as to this guaranty, agree(s) to the designated forum and consent(s) to personal jurisdiction, venue, and choice of law as stated in the Agreement, agree(s) to pay all costs and expenses, including attorney fees, incurred by Lessor or Lessor's assignee related to this guaranty and the Agreement. YOU AND WE IRREVOCABLY WAIVE ALL RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED HERETO.

<input checked="" type="checkbox"/>	SIGNATURE (AS AN INDIVIDUAL)	HOME PHONE	DATED
GUARANTOR			

**ACCEPTANCE OF DELIVERY**

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

Thras.io, Inc.	<input checked="" type="checkbox"/>	TITLE	DATE OF DELIVERY
CUSTOMER (as referenced above)	SIGNATURE		

**ORIGINAL**

1. **AGREEMENT:** For business purposes only, you agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessories incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries (the "Equipment") and/or to finance certain licensed software and services ("Financed Items", which are included in the word "Equipment" unless separately stated), all as described on page 1 of this Agreement, excluding equipment marked as not financed under this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name and address. This Agreement becomes valid upon execution by us. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to you or any later date we designate. If we designate a later commencement 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 in an amount equal to 1/30th of the Payment. This Agreement will automatically renew for 12-month term(s) unless you purchase or return the Equipment (according to the conditions herein) and send us written notice between 90 and 150 days (before the end of any term) that you do not want it renewed. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You shall deliver all information requested by us which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof.
2. **RENT, TAXES AND FEES:** You will pay the monthly Payment (as adjusted) when due, plus any applicable sales, use and property taxes. The base Payment will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and (3) to comply with the tax laws of the state in which the Equipment is located. If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you for any filing fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. By the date the first Payment is due, you agree to pay us an origination fee up to an amount of \$125.00 as shown on our invoice or addendum, to cover us for all closing costs. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement or any other agreement. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement. You cannot pay off this Agreement or return the Equipment prior to the end date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee up to 15% of the price of the Equipment.
3. **MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST; SOFTWARE DATA:** At your expense, you agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at the installation address, and you agree not to move it unless we agree in writing. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, if you do not purchase the Equipment, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. If this Agreement is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1). You will not change your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We own the Equipment but we do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory.
4. **COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. Your insurance policy(s) will provide for 10 days advance written notice to us of any modification or cancellation. You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, we may (A) 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 place insurance on the Equipment, we will not name you as an insured and your interests may not be fully protected. If we secure insurance on the Equipment, you will pay us an amount for the premium which may be higher than the premium that you would pay if you placed the insurance independently and an insurance fee which may result in a profit to us through an investment in reinsurance; or (B) charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and, if we request, to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and we have not otherwise agreed in writing, you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 2%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment. All indemnities will survive the expiration or termination of this Agreement.
5. **ASSIGNMENT:** YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, WITHOUT OUR PRIOR WRITTEN CONSENT. You must notify us within 30 days if you reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign or transfer this Agreement, our assignee 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 new Lessor will not be subject to any claims, defenses, or offsets that you may have against us. You shall cooperate with us in executing any documentation reasonably required by us or our assignee to effectuate any such assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.
6. **DEFAULT AND REMEDIES:** You will be in default if: (a) you do not pay any Payment or other sum due to us or to any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. 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 (\$26.00) dollars; or 2) the highest lawful charge, if less. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 2%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us to a location we specify; and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will not be subject to any penalties.
7. **FAXED OR SCANNED DOCUMENTS, MISC.:** The parties agree that this Agreement and any related documents hereto may be authenticated by electronic means. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is 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 Agreement, and (ii) our original manual signature. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. By providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our affiliates and agents. These calls and messages may incur access fees from your provider.
8. **WARRANTY DISCLAIMERS:** YOU AGREE THAT YOU HAVE SELECTED ANY/ALL THIRD PARTY SUPPLIERS AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.
9. **LAW, JURY WAIVER:** Agreements, promises and commitments made by Lessor concerning loans and other credit extensions must be in writing, express consideration and be signed by Lessor to be enforceable. This Agreement may be modified only by written agreement and not by course of performance. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS 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. For any action arising out of or relating to this Agreement or the Equipment, YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.
10. **MAINTENANCE AND SUPPLIES:** The charges established by this Agreement include payment for the use of the Equipment, accessories, and, unless otherwise indicated on the face, maintenance during normal business hours, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and black toner and developer. Paper and staples must be separately purchased by you. If necessary, the service and supply portion of this Agreement may be assigned by us. We may charge you a supply freight fee to cover our costs of shipping supplies to you. The service and maintenance of the Equipment may be governed by a separate terms and conditions service agreement.
11. **COVERAGES AND COST ADJUSTMENTS:** You agree to comply with our billing procedures including, but not limited to, providing us with periodic meter readings on the Equipment. At the end of the first year of this Agreement and once each successive twelve-month period, the Payment and the Coverage charges may be increased by a maximum of 15% of the then existing charge. Images made on equipment marked as not financed under this Agreement will be included in determining your image and coverage charges. We will also review your scan meter. If your scan meter exceeds your output (image) meter, you may be charged additionally for excessive scan meter usage. A "scan" is defined as the electronic rasterization of a hard copy document with no associated hard copy output on the scanning device. Meter Readings may be obtained remotely under certain circumstances and you consent to our ability to obtain remote meter readings.
12. **UPGRADE AND DOWNGRADE PROVISION:** AFTER COMMENCEMENT OF THE AGREEMENT AND UPON YOUR WRITTEN REQUEST, AT OUR SOLE DISCRETION, WE MAY REVIEW YOUR IMAGE VOLUME AND PROPOSE OPTIONS FOR UPGRADING OR DOWNGRADING THE EQUIPMENT TO ACCOMMODATE YOUR BUSINESS NEEDS.
13. **TRANSITION BILLING:** In order to facilitate an orderly transition, including installation and training, and to provide a uniform billing cycle, the start date of this Agreement (the "Effective Date") will be a date after the certification of acceptance of the Equipment, as shown on the first invoice. The payment for this transition period will be based on the base minimum usage payment, prorated on a 30-day calendar month, and will be added to your first monthly Payment.
14. **IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING AN ACCOUNT:** To help the United States fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your legal name, address, Tax ID#, and other information that will allow us to identify you. We may also ask for copies of certified articles of organization, an unexpired government issued business license, a partnership agreement or other documents that indicate the existence and standing of the entity.

ORIGINAL



Schedule "A"

APPLICATION NO.

AGREEMENT NO.  
1668351

SHARP BUSINESS SYSTEMS

The words User, Lessee, you and your refer to Customer. The words Owner, Lessor, we, us and our refer to Sharp Electronics Corporation through its Sharp Business Systems Division.

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	NOT FINANCED UNDER THIS AGREEMENT	SERIAL NO.	STARTING METER
MXC507F	<input type="checkbox"/>		
ARD5133NT	<input type="checkbox"/>		
FS1650-FLOOR-L	<input type="checkbox"/>		
MXCS17	<input type="checkbox"/>		
MXCS17	<input type="checkbox"/>		
40C2300	<input type="checkbox"/>		
MXC507F	<input type="checkbox"/>		
ARD5133NT			
FS1650-FLOOR-L			
MXCS17			
MXCS17			
40C2300			

This Schedule "A" is hereby verified as correct by the undersigned Customer, who acknowledges receipt of a copy.

DocuSigned by:

Thrasio  
CUSTOMER

X Daniel Brown  
SIGNATURE 7AFE14EC4A3744C...

Director of IT 5/17/2021  
TITLE DATED

SBS Schedule "A"

10/01/2018

ORIGINAL



 **GreatAmerica**<sup>®</sup>  
FINANCIAL SERVICES  
P.O. BOX 609  
CEDAR RAPIDS, IA 52406-0609

August 27, 2021

Accounts Payable  
Thrasio, LLC  
85 West St Ste 3  
Walpole MA 02081-1844  
kay.vuong@thras.io

RE: Notice of Assignment

Dear Sir/Madam:

This letter serves as notice to You that your agreement for the use, lease, rental or financing of personal property between your company and **Sharp Electronics Corporation dba Sharp Business Systems** ("Your Vendor"), which agreement is identified in our records as Agreement No. 1668351 (the "Agreement") was assigned by Your Vendor to GreatAmerica Financial Services Corporation ("GreatAmerica"). Please send all future correspondence concerning the Agreement to:

**GreatAmerica Financial Services Corporation  
P.O. Box 609  
Cedar Rapids, IA 52406-0609**

Please send all of Your future payments under the Agreement to:

**GreatAmerica Financial Services Corporation  
P.O. Box 660831  
Dallas, TX 75266-0831**

All future account management concerning your agreement will be handled by GreatAmerica. If you have any questions, please contact us at 866-313-3440 .

Sincerely,

*GreatAmerica Financial Services Corporation*

**Value Lease Supplement**

APPLICATION NO. <b>1671524</b>	VL AGREEMENT NO. <b>1668351</b>	SUPPLEMENT NO. <b>1668351-001</b>
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SHARP BUSINESS SYSTEMS

**CUSTOMER INFORMATION**

FULL LEGAL NAME <b>Thrasio, LLC</b>			STREET ADDRESS <b>244 West 300 North Suite 203</b>	
CITY <b>Salt Lake City</b>	STATE <b>Utah</b>	ZIP <b>84103</b>	PHONE <b>508-414-3048</b>	FAX
BILLING NAME (IF DIFFERENT FROM ABOVE) <b>Thrasio, LLC</b>			BILLING STREET ADDRESS <b>85 West St.</b>	
CITY <b>Walpole</b>	STATE <b>Massachusetts</b>	ZIP <b>02081-1844</b>	DBA	

**EQUIPMENT ADDED**

MAKE/MODEL/ACCESSORIES	SERIAL NO.	STARTING METER
1. MXC507F / FS1650-Floor Stand / MXCS17 550 Sheet Drawer x 2		
2.		
3.		

See the attached Schedule A       See the attached Billing Schedule

**EQUIPMENT DELETED**

MAKE/MODEL/ACCESSORIES	SERIAL NO.	ENDING METER
1.		
2.		

**NEW CONSOLIDATED PAYMENT** (Please fill out this section OR the Itemized Payment section below.)

The information below reflects your new CONSOLIDATED Payment and allowance (includes amounts due under this Supplement, the Value Lease Agreement, and any other applicable supplement(s) during the term thereof).

Monthly Payment* \$ _____	No. of Black and White Images Included _____	Overages billed at* \$ _____
	No. of Color Images Included _____	Overages billed at* \$ _____
	No. of Scan Images Included _____	Overages billed at* \$ _____
	No. of Fax Images Included _____	Overages billed at* \$ _____

**OR** \*plus applicable taxes      **METER READINGS VERIFIED: B&W - MONTHLY    COLOR - MONTHLY**

**ITEMIZED PAYMENT** (Please fill out this section OR the New Consolidated Payment section above.)

The information below reflects your ITEMIZED Payment and allowance under this Supplement only.

Monthly Payment* \$ <u>329.00</u>	No. of Black and White Images Included <u>5,000</u>	Overages billed at* \$ <u>.0104</u>
	No. of Color Images Included <u>1,000</u>	Overages billed at* \$ <u>.0529</u>
	No. of Scan Images Included _____	Overages billed at* \$ _____
	No. of Fax Images Included _____	Overages billed at* \$ _____

**TERM**

36 Mos. Termination date of this Supplement coincides with the end of term set forth in the Value Lease Agreement (coterminal) and/or previous Supplement(s) (as applicable)

\_\_\_\_ Mos. Term applies to this Supplement only.

**TERMS AND CONDITIONS**

This is a Supplement to the Value Lease Agreement identified above between Lessor and Customer. If this Supplement relates to Equipment not subject to the Value Lease Agreement (i.e., additional Equipment), this Supplement, together with the preprinted terms of the Value Lease Agreement (as amended), constitutes an agreement between Customer and Lessor with respect to the Equipment referenced herein, separate and distinct from the Value Lease Agreement. Customer agrees to be bound by the terms of this Supplement, which includes the preprinted terms of the Value Lease Agreement (as amended) and agrees this Supplement shall commence on the date of Lessor's acceptance. The original of this Supplement shall be that copy which bears a facsimile or original of Customer's signature and which bears Lessor's original signature. If any provision in this Supplement conflicts with a provision in the Value Lease Agreement, the provision in this Supplement shall control. If this Supplement relates to Equipment subject to the Value Lease Agreement (i.e. replaced or removed Equipment and/or payment modifications), the Value Lease Agreement shall be modified or supplemented as set forth above as of the date Lessor accepts this Supplement. Except as specifically modified by this Supplement, all other terms and conditions of the Value Lease Agreement (as amended) remain in full force and effect.

**LESSOR ACCEPTANCE**

Print Name: \_\_\_\_\_ Signature:

Lessor: **Sharp Electronics Corporation through its Sharp Business Systems Division** Dated: \_\_\_\_\_

**CUSTOMER ACCEPTANCE**

Once you sign this Supplement and Lessor accepts it, your promises herein will be irrevocable and unconditionally binding for the full term.

Print Name: **Daniel Brown** Signature: Title: **Director of IT**

Customer (as referenced above): **Thrasio** 7AFE14EC4A3744C... Dated: \_\_\_\_\_

**ACCEPTANCE OF DELIVERY**

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

Print Name: \_\_\_\_\_ Signature: **X**



 **GreatAmerica**<sup>®</sup>  
FINANCIAL SERVICES  
P.O. BOX 609  
CEDAR RAPIDS, IA 52406-0609

August 27, 2021

Accounts Payable  
Thrasio, LLC  
85 West St Ste 3  
Walpole MA 02081-1844  
kay.vuong@thras.io

RE: Notice of Assignment

Dear Sir/Madam:

This letter serves as notice to You that your agreement for the use, lease, rental or financing of personal property between your company and **Sharp Electronics Corporation dba Sharp Business Systems** ("Your Vendor"), which agreement is identified in our records as Agreement No. 1671524 (the "Agreement") was assigned by Your Vendor to GreatAmerica Financial Services Corporation ("GreatAmerica"). Please send all future correspondence concerning the Agreement to:

**GreatAmerica Financial Services Corporation  
P.O. Box 609  
Cedar Rapids, IA 52406-0609**

Please send all of Your future payments under the Agreement to:

**GreatAmerica Financial Services Corporation  
P.O. Box 660831  
Dallas, TX 75266-0831**

All future account management concerning your agreement will be handled by GreatAmerica. If you have any questions, please contact us at 866-313-3440 .

Sincerely,

*GreatAmerica Financial Services Corporation*

Value Lease Supplement

ORIGINAL

APPLICATION NO. 1704098

VL AGREEMENT NO.

SUPPLEMENT NO. 1668351-002

SHARP

SHARP BUSINESS SYSTEMS

CUSTOMER INFORMATION

Customer information form with fields for Full Legal Name (Thrasio, LLC), Street Address (259 West 30th Street), City (New York City), State (NY), ZIP (10001), Phone (508-414-3048), Billing Name (Thrasio, LLC), Billing Street Address (85 West St.), City (Walpole), State (Massachusetts), ZIP (02081-1844).

EQUIPMENT ADDED

Equipment added table with columns: MAKE/MODEL/ACCESSORIES, SERIAL NO., STARTING METER. Includes items like MXC507F / FS1650-Floor Stand / MXCS17 550 Sheet Drawer x 2.

EQUIPMENT DELETED

Equipment deleted table with columns: MAKE/MODEL/ACCESSORIES, SERIAL NO., ENDING METER.

NEW CONSOLIDATED PAYMENT (Please fill out this section OR the Itemized Payment section below.)

The information below reflects your new CONSOLIDATED Payment and allowance (includes amounts due under this Supplement, the Value Lease Agreement, and any other applicable supplement(s) during the term thereof).

Payment details form with fields for Monthly Payment, No. of Black and White Images, No. of Color Images, No. of Scan Images, No. of Fax Images, and Overages billed at.

OR plus applicable taxes METER READINGS VERIFIED: B&W - MONTHLY COLOR - MONTHLY

ITEMIZED PAYMENT (Please fill out this section OR the New Consolidated Payment section above.)

The information below reflects your ITEMIZED Payment and allowance under this Supplement only.

Itemized payment details form with fields for Monthly Payment (\$676.00), No. of Black and White Images (10,000), No. of Color Images (2,000), and Overages billed at.

TERM

Term selection form with options for termination date and term length (36 Mos.).

TERMS AND CONDITIONS

This is a Supplement to the Value Lease Agreement identified above between Lessor and Customer. If this Supplement relates to Equipment not subject to the Value Lease Agreement (i.e., additional Equipment), this Supplement, together with the preprinted terms of the Value Lease Agreement (as amended), constitutes an agreement between Customer and Lessor with respect to the Equipment referenced herein, separate and distinct from the Value Lease Agreement.

LESSOR ACCEPTANCE

Lessor acceptance form with fields for Print Name, Signature (K. Clubb), Lessor (Sharp Electronics Corporation through its Sharp Business Systems Division), and Dated.

CUSTOMER ACCEPTANCE

Once you sign this Supplement and Lessor accepts it, your promises herein will be irrevocable and unconditional for the full term.

Customer acceptance form with fields for Print Name (Daniel Brown), Signature (X Daniel Brown), Title (Dir of IT), Customer (Thrasio, LLC), and Dated (9/14/2021).

ACCEPTANCE OF DELIVERY

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

Acceptance of delivery form with fields for Print Name and Signature (X).

 **GreatAmerica**<sup>®</sup>  
FINANCIAL SERVICES  
P.O. BOX 609  
CEDAR RAPIDS, IA 52406-0609

October 28, 2021

Accounts Payable  
Thrasio, LLC  
85 West St Ste 3  
Walpole MA 02081-1844  
kay.vuong@thras.io

RE: Notice of Assignment

Dear Sir/Madam:

This letter serves as notice to You that your agreement for the use, lease, rental or financing of personal property between your company and **Sharp Electronics Corporation dba Sharp Business Systems** ("Your Vendor"), which agreement is identified in our records as Agreement No. 1704098 (the "Agreement") was assigned by Your Vendor to GreatAmerica Financial Services Corporation ("GreatAmerica"). Please send all future correspondence concerning the Agreement to:

**GreatAmerica Financial Services Corporation  
P.O. Box 609  
Cedar Rapids, IA 52406-0609**

Please send all of Your future payments under the Agreement to:

**GreatAmerica Financial Services Corporation  
P.O. Box 660831  
Dallas, TX 75266-0831**

All future account management concerning your agreement will be handled by GreatAmerica. If you have any questions, please contact us at 866-313-3440 .

Sincerely,

*GreatAmerica Financial Services Corporation*

**ORIGINAL**

Value Lease Supplement

APPLICATION NO.

VL AGREEMENT NO.

SUPPLEMENT NO.

1699619

1668351-003

**SHARP**

SHARP BUSINESS SYSTEMS

**CUSTOMER INFORMATION**

FULL LEGAL NAME Thrasio, LLC			STREET ADDRESS 3201 Allen Parkway, Suite 100	
CITY Houston	STATE TX	ZIP 77019	PHONE 508-414-3048	FAX
BILLING NAME (IF DIFFERENT FROM ABOVE) Thrasio, LLC			BILLING STREET ADDRESS 85 West St.	
CITY Walpole	STATE Massachusetts	ZIP 02081-1844	DBA	

**EQUIPMENT ADDED**

MAKE/MODEL/ACCESSORIES	SERIAL NO.	STARTING METER
1. MXC507F / FS1650-Floor Stand / MXCS17 550 Sheet Drawer x 2		
2. MXC507F / FS1650-Floor Stand / MXCS17 550 Sheet Drawer x 2		
3.		

See the attached Schedule A       See the attached Billing Schedule

**EQUIPMENT DELETED**

MAKE/MODEL/ACCESSORIES	SERIAL NO.	ENDING METER
1.		
2.		

**NEW CONSOLIDATED PAYMENT** (Please fill out this section OR the Itemized Payment section below.)

The information below reflects your new CONSOLIDATED Payment and allowance (includes amounts due under this Supplement, the Value Lease Agreement, and any other applicable supplement(s) during the term thereof).

Monthly Payment* \$ _____	No. of Black and White Images Included _____	Overages billed at* \$ _____
	No. of Color Images Included _____	Overages billed at* \$ _____
	No. of Scan Images Included _____	Overages billed at* \$ _____
	No. of Fax Images Included _____	Overages billed at* \$ _____

OR

\*plus applicable taxes

METER READINGS VERIFIED: B&W - MONTHLY    COLOR - MONTHLY

**ITEMIZED PAYMENT** (Please fill out this section OR the New Consolidated Payment section above.)

The information below reflects your ITEMIZED Payment and allowance under this Supplement only.

Monthly Payment* \$ <u>676.00</u>	No. of Black and White Images Included <u>10,000</u>	Overages billed at* \$ <u>.009</u>
	No. of Color Images Included <u>2,000</u>	Overages billed at* \$ <u>.06</u>
	No. of Scan Images Included _____	Overages billed at* \$ _____
	No. of Fax Images Included _____	Overages billed at* \$ _____

**TERM**

\_\_\_\_ Mos. Termination date of this Supplement coincides with the end of term set forth in the Value Lease Agreement (coterminous) and/or previous Supplement(s) (as applicable).

36 Mos. Term applies to this Supplement only.

**TERMS AND CONDITIONS**

This is a Supplement to the Value Lease Agreement identified above between Lessor and Customer. If this Supplement relates to Equipment not subject to the Value Lease Agreement (i.e., additional Equipment), this Supplement, together with the preprinted terms of the Value Lease Agreement (as amended), constitutes an agreement between Customer and Lessor with respect to the Equipment referenced herein, separate and distinct from the Value Lease Agreement. Customer agrees to be bound by the terms of this Supplement, which includes the preprinted terms of the Value Lease Agreement (as amended) and agrees this Supplement shall commence on the date of Lessor's acceptance. The original of this Supplement shall be that copy which bears a facsimile or original of Customer's signature and which bears Lessor's original signature. If any provision in this Supplement conflicts with a provision in the Value Lease Agreement, the provision in this Supplement shall control. If this Supplement relates to Equipment subject to the Value Lease Agreement (i.e. replaced or removed Equipment and/or payment modifications), the Value Lease Agreement shall be modified or supplemented as set forth above as of the date Lessor accepts this Supplement. Except as specifically modified by this Supplement, all other terms and conditions of the Value Lease Agreement (as amended) remain in full force and effect.

**LESSOR ACCEPTANCE**

Print Name: \_\_\_\_\_ Signature: Kelut

Lessor: **Sharp Electronics Corporation through its Sharp Business Systems Division** Dated: \_\_\_\_\_

**CUSTOMER ACCEPTANCE**

Once you sign this Supplement and Lessor accepts it, your promises herein will be irrevocable and unconditional with respect to the full term.

Print Name: Kay Vuong Signature: X Kay Vuong Title: IT Manager

Customer (as referenced above): Thrasio, LLC Dated: 12/17/2021

-6228DFF13FDF4CF...

**ACCEPTANCE OF DELIVERY**

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

Print Name: \_\_\_\_\_ Signature: X

 **GreatAmerica**<sup>®</sup>  
FINANCIAL SERVICES  
P.O. BOX 609  
CEDAR RAPIDS, IA 52406-0609

January 21, 2022

Accounts Payable  
Thrasio, LLC  
85 West St Ste 3  
Walpole MA 02081-1844  
payables@thras.io

RE: Notice of Assignment

Dear Sir/Madam:

This letter serves as notice to You that your agreement for the use, lease, rental or financing of personal property between your company and **Sharp Electronics Corporation dba Sharp Business Systems** ("Your Vendor"), which agreement is identified in our records as Agreement No. 1699619 (the "Agreement") was assigned by Your Vendor to GreatAmerica Financial Services Corporation ("GreatAmerica"). Please send all future correspondence concerning the Agreement to:

**GreatAmerica Financial Services Corporation  
P.O. Box 609  
Cedar Rapids, IA 52406-0609**

Please send all of Your future payments under the Agreement to:

**GreatAmerica Financial Services Corporation  
P.O. Box 660831  
Dallas, TX 75266-0831**

All future account management concerning your agreement will be handled by GreatAmerica. If you have any questions, please contact us at 866-313-3440 .

Sincerely,

*GreatAmerica Financial Services Corporation*

# ORIGINAL Value Lease Supplement

APPLICATION NO. 1758535	VL AGREEMENT NO. 1668351	SUPPLEMENT NO. -004
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## SHARP®

SHARP BUSINESS SYSTEMS

CUSTOMER INFORMATION				
FULL LEGAL NAME Thrasio, LLC			STREET ADDRESS 85 West St	
CITY Walpole	STATE MA	ZIP 02081-1844	PHONE 508-414-3048	FAX
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
CITY	STATE	ZIP	DBA	

EQUIPMENT ADDED			SERIAL NO.	STARTING METER
MAKE/MODEL/ACCESSORIES				
1. MXC507F / FS1650-Floor Stand / MXCS17 550 Sheet Drawer x 2				
2.				
3.				
<input type="checkbox"/> See the attached Schedule A			<input type="checkbox"/> See the attached Billing Schedule	

EQUIPMENT DELETED			SERIAL NO.	ENDING METER
MAKE/MODEL/ACCESSORIES				
1.				
2.				

**NEW CONSOLIDATED PAYMENT** (Please fill out this section OR the Itemized Payment section below.)

The information below reflects your new CONSOLIDATED Payment and allowance (includes amounts due under this Supplement, the Value Lease Agreement, and any other applicable supplement(s) during the term thereof).

Monthly Payment* \$ _____	No. of Black and White Images Included _____	Overages billed at \$ _____
	No. of Color Images Included _____	Overages billed at \$ _____
	No. of Scan Images Included _____	Overages billed at \$ _____
	No. of Fax Images Included _____	Overages billed at \$ _____

OR \*plus applicable taxes **METER READINGS VERIFIED: B&W - MONTHLY COLOR - MONTHLY**

**ITEMIZED PAYMENT** (Please fill out this section OR the New Consolidated Payment section above.)

The information below reflects your ITEMIZED Payment and allowance under this Supplement only).

Monthly Payment* \$ <u>329.00</u>	No. of Black and White Images Included <u>5,000</u>	Overages billed at \$ <u>.0104</u>
	No. of Color Images Included <u>1,000</u>	Overages billed at \$ <u>.0529</u>
	No. of Scan Images Included _____	Overages billed at \$ _____
	No. of Fax Images Included _____	Overages billed at \$ _____

**TERM**

36 Mos. Termination date of this Supplement coincides with the end of term set forth in the Value Lease Agreement (coterminal) and/or previous Supplement(s) (as applicable).

Mos. Term applies to this Supplement only.

**TERMS AND CONDITIONS**

This is a Supplement to the Value Lease Agreement identified above between Lessor and Customer. If this Supplement relates to Equipment not subject to the Value Lease Agreement (i.e., additional Equipment), this Supplement, together with the preprinted terms of the Value Lease Agreement (as amended), constitutes an agreement between Customer and Lessor with respect to the Equipment referenced herein, separate and distinct from the Value Lease Agreement. Customer agrees to be bound by the terms of this Supplement, which includes the preprinted terms of the Value Lease Agreement (as amended) and agrees this Supplement shall commence on the date of Lessor's acceptance. The original of this Supplement shall be that copy which bears a facsimile or original of Customer's signature and which bears Lessor's original signature. If any provision in this Supplement conflicts with a provision in the Value Lease Agreement, the provision in this Supplement shall control. If this Supplement relates to Equipment subject to the Value Lease Agreement (i.e., replaced or removed Equipment and/or payment modifications), the Value Lease Agreement shall be modified or supplemented as set forth above as of the date Lessor accepts this Supplement. Except as specifically modified by this Supplement, all other terms and conditions of the Value Lease Agreement (as amended) remain in full force and effect.

**LESSOR ACCEPTANCE**

Print Name: \_\_\_\_\_ Signature: [Signature]

Lessor: **Sharp Electronics Corporation through its Sharp Business Systems Division** Dated: \_\_\_\_\_

**CUSTOMER ACCEPTANCE**

Once you sign this Supplement and Lessor accepts it, your promises herein will be irrevocable and unassignable in all respects for the full term.

Print Name: Daniel Brown Signature: X Daniel Brown Title: Dir Of IT

Customer (as referenced above): Thrasio, LLC B2EF80148AA7418... Dated: 4/1/2022

**ACCEPTANCE OF DELIVERY**

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

Print Name: \_\_\_\_\_ Signature: X



 **GreatAmerica**<sup>®</sup>  
FINANCIAL SERVICES  
P.O. BOX 609  
CEDAR RAPIDS, IA 52406-0609

May 29, 2022

Accounts Payable  
Thrasio, LLC  
85 West St Ste 3  
Walpole MA 02081-1844  
kay.vuong@thras.io

RE: Notice of Assignment

Dear Sir/Madam:

This letter serves as notice to You that your agreement for the use, lease, rental or financing of personal property between your company and **Sharp Electronics Corporation dba Sharp Business Systems** ("Your Vendor"), which agreement is identified in our records as Agreement No. 1758535 (the "Agreement") was assigned by Your Vendor to GreatAmerica Financial Services Corporation ("GreatAmerica"). Please send all future correspondence concerning the Agreement to:

**GreatAmerica Financial Services Corporation  
P.O. Box 609  
Cedar Rapids, IA 52406-0609**

Please send all of Your future payments under the Agreement to:

**GreatAmerica Financial Services Corporation  
P.O. Box 660831  
Dallas, TX 75266-0831**

All future account management concerning your agreement will be handled by GreatAmerica. If you have any questions, please contact us at 866-313-3440 .

Sincerely,

*GreatAmerica Financial Services Corporation*

# SHARP ORIGINAL Value Lease Supplement

APPLICATION NO.  
1839905

VL AGREEMENT NO.  
1668351

SUPPLEMENT NO.  
1668351-00

## SHARP BUSINESS SYSTEMS

### CUSTOMER INFORMATION

FULL LEGAL NAME Thrasio, LLC		STREET ADDRESS 85 West St		
CITY Walpole	STATE MA	ZIP 02081-1844	PHONE 508-414-3048	FAX
BILLING NAME (IF DIFFERENT FROM ABOVE)		BILLING STREET ADDRESS		
CITY	STATE	ZIP	DBA	

### EQUIPMENT ADDED

MAKE/MODEL/ACCESSORIES	SERIAL NO.	STARTING METER
1. Sharp BP70C45 Color System		
2.		
3.		

See the attached Schedule A       See the attached Billing Schedule

### EQUIPMENT DELETED

MAKE/MODEL/ACCESSORIES	SERIAL NO.	ENDING METER
1.		
2.		

### NEW CONSOLIDATED PAYMENT (Please fill out this section OR the Itemized Payment section below.)

The information below reflects your new CONSOLIDATED Payment and allowance (includes amounts due under this Supplement, the Value Lease Agreement, and any other applicable supplement(s) during the term thereof).

Monthly Payment* \$ _____	No. of Black and White Images Included _____	Overages billed at* \$ _____
	No. of Color Images Included _____	Overages billed at* \$ _____
	No. of Scan Images Included _____	Overages billed at* \$ _____
	No. of Fax Images Included _____	Overages billed at* \$ _____

OR

\*plus applicable taxes

METER READINGS VERIFIED: B&W - MONTHLY COLOR - MONTHLY

### ITEMIZED PAYMENT (Please fill out this section OR the New Consolidated Payment section above.)

The information below reflects your ITEMIZED Payment and allowance under this Supplement only.

Monthly Payment* \$ 619.95	No. of Black and White Images Included 4,000	Overages billed at* \$ 0.009
	No. of Color Images Included 3,000	Overages billed at* \$ 0.052
	No. of Scan Images Included _____	Overages billed at* \$ _____
	No. of Fax Images Included _____	Overages billed at* \$ _____

### TERM

60 Mos. Termination date of this Supplement coincides with the end of term set forth in the Value Lease Agreement (coterminous) and/or previous Supplement(s) (as applicable).

Mos. Term applies to this Supplement only.

### TERMS AND CONDITIONS

This is a Supplement to the Value Lease Agreement identified above between Lessor and Customer. If this Supplement relates to Equipment not subject to the Value Lease Agreement (i.e., additional Equipment), this Supplement, together with the preprinted terms of the Value Lease Agreement (as amended), constitutes an agreement between Customer and Lessor with respect to the Equipment referenced herein, separate and distinct from the Value Lease Agreement. Customer agrees to be bound by the terms of this Supplement, which includes the preprinted terms of the Value Lease Agreement (as amended) and agrees this Supplement shall commence on the date of Lessor's acceptance. The original of this Supplement shall be that copy which bears a facsimile or original of Customer's signature and which bears Lessor's original signature. If any provision in this Supplement conflicts with a provision in the Value Lease Agreement, the provision in this Supplement shall control. If this Supplement relates to Equipment subject to the Value Lease Agreement (i.e. replaced or removed Equipment and/or payment modifications), the Value Lease Agreement shall be modified or supplemented as set forth above as of the date Lessor accepts this Supplement. Except as specifically modified by this Supplement, all other terms and conditions of the Value Lease Agreement (as amended) remain in full force and effect.

### LESSOR ACCEPTANCE

Print Name: \_\_\_\_\_ Signature: *[Signature]*

Lessor: **Sharp Electronics Corporation through its Sharp Business Systems Division** Dated: \_\_\_\_\_

### CUSTOMER ACCEPTANCE

Once you sign this Supplement and Lessor accepts it, your promises herein will be irrevocable and unconditionally binding for the full term.

Print Name: **Kay Vuong** Signature: *[Signature]* Title: **Senior IT Manager**

Customer (as referenced above): **Thrasio, LLC** 730283CBCDAA495... Dated: **1/8/2023**

### ACCEPTANCE OF DELIVERY

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

Print Name: \_\_\_\_\_ Signature: **X**

Customer (as referenced above): \_\_\_\_\_ Date of Delivery: \_\_\_\_\_

 **GreatAmerica**<sup>®</sup>  
FINANCIAL SERVICES  
P.O. BOX 609  
CEDAR RAPIDS, IA 52406-0609

March 1, 2023

Accounts Payable  
THRASIO INTERMEDIATE SUB, LLC  
85 West St Ste 3  
Walpole MA 02081-1844  
payables@thras.io

RE: Notice of Assignment

Dear Sir/Madam:

This letter serves as notice to You that your agreement for the use, lease, rental or financing of personal property between your company and **Sharp Electronics Corporation dba Sharp Business Systems** ("Your Vendor"), which agreement is identified in our records as Agreement No. 1839905 (the "Agreement") was assigned by Your Vendor to GreatAmerica Financial Services Corporation ("GreatAmerica"). Please send all future correspondence concerning the Agreement to:

**GreatAmerica Financial Services Corporation  
P.O. Box 609  
Cedar Rapids, IA 52406-0609**

Please send all of Your future payments under the Agreement to:

**GreatAmerica Financial Services Corporation  
P.O. Box 660831  
Dallas, TX 75266-0831**

All future account management concerning your agreement will be handled by GreatAmerica. If you have any questions, please contact us at 866-313-3440 .

Sincerely,

*GreatAmerica Financial Services Corporation*

## Agreement and Blanket Assignment of Lease

This Agreement and Blanket Assignment of Lease (the "Agreement") is entered into as of the later of the dates indicated below the parties' signatures hereon by and between Sharp Electronics Corporation ("Assignor") and GreatAmerica Financial Services Corporation ("Assignee").

Assignor and Assignee are, on or about this date, entering into an Operating Agreement (the "Operating Agreement"). Except as otherwise defined herein, all capitalized terms herein shall have the same meaning as in the Operating Agreement.

- A. Pursuant to the Operating Agreement, the Assignee may buy equipment from the Assignor and enter into Transactions with customers of Assignor using Transaction Documents which may show the Assignor as the Lessor.
- B. The Transaction Documents, including the Lease, are by their terms assignable by Assignor and the Assignee desires to acquire the rights thereto subject to certain conditions contained herein and pursuant to the terms and conditions referenced in the Operating Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual obligations hereinafter set forth, which are hereby acknowledged to be good and valuable, it is agreed as follows:

- 1. Subject to the terms and conditions of the Operating Agreement, the Assignor hereby assigns to Assignee, its successors and assigns, all of Assignor's right, title and interest in the Transaction Documents, including the Lease, whether now existing or existing in the future, and the rental payments, and the Equipment which is subject to the Transaction Documents.
- 2. The assignment of each Transaction shall be deemed to occur (the "Assignment Effective Date") upon GreatAmerica's confirmation of the Customer's unconditional acceptance of the Equipment for the Transaction in accordance with paragraph 13(e) of the Operating Agreement, either by telephone verification or receipt of a signed delivery and acceptance certificate acceptable to GreatAmerica, as applicable, and Assignor shall be deemed at that time to absolutely assign, sell and transfer to Assignee, free and clear of all liens, encumbrances and competing interests, good title to the Transaction Documents and the Equipment.
- 3. Assignor warrants that it has the right to make this Agreement and has not heretofore alienated, assigned, or otherwise disposed of said Transaction Documents, or any part thereof, or any of the sums due or to become due thereunder and will not do so at anytime hereafter.

This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have signed this Agreement and Blanket Assignment of Lease on the date indicated below.

ASSIGNEE: GREATAMERICA FINANCIAL SERVICES CORPORATION

BY: Tom Jaque VP  
Signature & Title  
Tom Jaque  
Print or Type Name  
Date Executed: 7/17/13

ASSIGNOR: SHARP ELECTRONICS CORPORATION

BY: Anthony Sei VP, SBS  
Signature & Title  
Anthony Sei - VP of SBS  
Print or Type Name  
Date Executed: 7-16-2013