

# UCC-1 Form

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## FILER INFORMATION

Full name: **DONNA KOTERBA**

Email Contact at Filer: **DKOTERBA@BRUDERERAMERICAS.COM**

## SEND ACKNOWLEDGEMENT TO

Contact name: **BRUDERER MACHINERY INC**

Mailing Address: **1200 HENDRICKS CSWY**

City, State Zip Country: **RIDGEFIELD, NJ 07657 USA**

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## DEBTOR INFORMATION

Org. Name: **ENNOVI ADVANCED MOBILITY SOLUTIONS RHODE ISLAND, INC.**

Mailing Address: **231 FERRIS AVE**

City, State Zip Country: **RUMFORD, RI 02916 USA**

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## SECURED PARTY INFORMATION

Org. Name: **BRUDERER MACHINERY INC**

Mailing Address: **1200 HENDRICKS CSWY.**

City, State Zip Country: **RIDGEFIELD, NJ 07657 USA**

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## TRANSACTION TYPE: STANDARD

**CUSTOMER REFERENCE: MOVED FROM CA TO RI, BALANCE DUE US\$174,000**

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## COLLATERAL

LEASED BRUDERER BSTA 200-70B2, SERIAL NUMBER 14081- BALANCE DUE ON LEASE \$174,000



## **LEASE AGREEMENT# (Draft Interplex-Nascal.)**

Lessor, **BRUDERER MACHINERY, INC.**, 1200 Hendricks Causeway, Ridgefield, New Jersey 07657, hereby leases, and lessee, **Interplex Nascal, Inc.**, 1577 Gateway Circle. Tustin, CA 92780 hereby agrees and accepts, subject to the terms below, the following described equipment to wit:

One NEW Bruderer Model BSTA 200-70B2 High Speed Punch Press, S/N **TBD** and optional accessories as outlined in [Interplex Quote # 20-1111-Rev6 dated November 11<sup>th</sup> 2020] ("**Equipment**").

Lessee promises to pay to the designated bank account of Lessor, the sum of **CHF398,521.50** to be paid in 60 monthly installments of **CHF6,162.33** each, the first lease payment to be made on or by March 1st, 2021 and then on the 1<sup>st</sup> of each month following thereafter.

The lease of the Equipment shall commence from the date that the Equipment is delivered to Lessee's premises in accordance with the specifications as mutually agreed between Lessor and Lessee and shall continue to remain in full force and effect for a period of sixty (60) months thereafter, unless terminated by either party delivering to the other party thirty (30) days written notice ("**Lease Period**"). At the end of the Lease Period, the Equipment can be, at the option of Lessee, a) purchased for **CHF 59,778.22**, equal to the security deposit which shall be paid within fifteen (15) days from the execution of this Agreement or; b) the Equipment can be returned in good condition except for normal wear and tear, pre-paid to Bruderer Machinery, Inc. in Ridgefield, NJ, at which time Lessor shall refund to Lessee the **CHF 59,778.22** security deposit paid by Lessee in connection with this Lease Agreement. In the event return option is elected, Lessee must notify Lessor in writing thirty (30) days in advance of its intention to return the Equipment. .

The Equipment shall be shipped F.O.B. Bruderer Location or Port of Entry to arrive at Lessee's manufacturing plant at 15777 Gateway Circle. Tustin, CA 92780 by a maximum of forty five (45) days before or after the delivery date as mutually agreed in writing between Lessor and Lessee. The installation of the Equipment including the connection to the Power and Air-line is the Lessee's or its agent's obligation. Once such installation has been completed, Lessor shall assign one technician to the Lessee's site for a minimum of three (3) working days to perform a final start-up of the Equipment and conduct training on the use and maintenance of the Equipment without any costs.

Should the equipment delivery be delayed by the Lessor, the monthly lease payments will be delayed for that equal period of time. However, in the event delivery is delayed by lessor by more than forty five (45) days after the agreed delivery date, (a) the lessee has the option to cancel this lease without any further liability to the Lessor and be refunded the security deposit, and (b) Lessee shall be entitled to claim all damages arising from or in connection with such delay.

If any installment is not paid within ten (10) days after due date, Lessee agrees to pay a late charge of five percent per year on and in addition to, the amount of such installment, but not exceeding the lawful maximum, if any.

Lessor reserves the right to assign this contract to any bank or Financial Institution.

Each payment shall be credited first to any outstanding monies then due.

State Sales Tax or other applicable taxes levied by Municipal, State, or Federal Government are to be paid directly by the Lessee.



Lessor reserves title to the above equipment and all rights provided by law until all installments and all other amounts due hereunder are paid; and Lessee hereby grants a security interest in said equipment pursuant to the Uniform Commercial Code to secure the performance or payment of the obligations of Lessee to Lessor. It is further agreed by and between the parties hereto as follows:

Should lessee terminate the lease early, a minimum of twelve monthly payments must have been made since the start of the lease, the machine returned freight prepaid to our Ridgefield, NJ location in proper condition (ordinary wear and tear exempt) and the security deposit will be forfeited.

## I. PROTECTION OF COLLATERAL:

(A) The lessee hereby agrees that it will use said equipment well and keep the same in good condition; that it will not permit the equipment to be misused or abused, or allowed to deteriorate except for the ordinary wear and tear of its intended primary use; and that Lessee will not, without the written consent of Lessor, assign or transfer the same or any part thereof, nor suffer or allow said equipment or any part thereof to come into the custody or control of any other person or persons and that Lessee will not remove said equipment or any part thereof from their ~~Tustin, California~~ **Rumford, Rhode Island** manufacturing plant without the written consent of Lessor.

15-Apr-2024

JSKS

4-10-24

(B) Subject equipment will be kept at the above location where Lessor may inspect it during ordinary work hours, after reasonable prior notice to the lessee, unless Lessee notifies Lessor in writing and Lessor consents in writing in advance of its removal to another location.

(C) Lessee shall maintain fire and extended coverage insurance on equipment until this Lease Agreement is terminated, against all expected risks to which it is exposed, with the policies acceptable to Lessor and payable to Lessor and Lessee as their respective interests appear, Lessee to supply an original Certificate to Lessor.

## II. PROTECTION OF SECURITY INTEREST:

(A) The subject equipment will not be sold, transferred or disposed of or be subjected to any unpaid charge, including taxes or any subsequent interest of any of Lessee's creditors created or suffered by Lessee, voluntarily or involuntarily, unless the Lessor consents in advance in writing to such charge, transfer, disposition or subsequent interest.

(B) Lessee will sign and execute alone or with Lessor any Financing Statement or other document necessary to protect the security interest under this Lease Agreement against the rights or interests of third persons.

## III. SECURED PARTY'S RIGHTS AND REMEDIES:

(A) Noncompliance with or non performance of any of Lessee's obligations or agreements shall constitute default under this Lease Agreement. In addition, either party will be in default if bankruptcy or insolvency proceedings are instituted by or against such party or if such party makes any assignment for benefit of creditors.



(B) Time is of the essence, and no indulgence or acceptance of delinquent or partial payments constitutes a waiver of Lessor's rights. Upon any breach or default hereof by Lessee, Lessor may accelerate payment of all or part of the amount unpaid hereon, and as permitted by law, may exercise his rights of enforcement under the California Uniform Commercial Code in force at the date of the Lease Agreement and in conjunction with, in addition to or substitution for those rights, at Lessor discretion may: (a) enter upon Lessee premises to take possession of, assemble and collect the equipment or to render it unusable; (b) require Lessee to assemble the equipment and make it available at a place Lessor designated which is mutually convenient to allow Lessor to take possession or dispose of the equipment; and (c) waive any default or remedy any default in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default.

(C) In the event that legal action be instituted by Lessor on this Lease Agreement due to the breach of Lessee's obligations thereof, Lessee agrees to pay such sums as the Court may deem reasonable for attorneys fees and court costs in enforcing the herein above terms, including but not limited to all actual and reasonable costs of collection, including but not limited to that occasioned by removal of the equipment from the above referenced property without Lessor's written permission and all sums advanced by Lessor in performing any obligation or curing any default of Lessee and to the extent not prohibited by California Code of Civil Procedure, any deficiency remaining after repossession and resale of equipment.

(D) Lessee understands that if it fails to meet any of its obligations under this Lease Agreement, after receiving default notice from the Lessor, and the Lessee does not remedy such failure within forty-five (45) days of such default notice, the Lessor has an immediate right to possession of the Equipment. The Lessor hereby informs Lessee that if a default under this Lease Agreement occurs and the Lessor elects to repossess the equipment identified in this Lease Agreement by obtaining a Writ of Replevin from a Court of appropriate jurisdiction ordering the Lessee to surrender the goods, THE LESSEE MAY HAVE THE RIGHT TO A HEARING AND DUE NOTICE OF SUCH HEARING, BEFORE THE WRIT OF REPLEVIN IS ISSUED.

The parties both acknowledge and agree that neither of them has made any representations with respect to the subject matter of this Lease Agreement nor any representations inducing the execution and delivery hereof, except such representations as are specifically set forth herein. Each of the parties acknowledges that it has relied on its own judgment in entering into this written Lease Agreement. The parties further acknowledge that any statement or representation that may have heretofore been made by either of them to the other is void and of no effect and that neither of them has relied thereon in connection with its dealing with the other.

The law governing this transaction shall be that of the State of NEW JERSEY in force at the date of this Lease Agreement.

Unless specified elsewhere, this equipment is warranted (parts and labor) by lessor for 3 years on mechanical components and 1.5 years for electrical parts from date of installation at lessee's facility.

IN WITNESS WHEREOF the parties hereto have executed this Agreement in duplicate this 11<sup>th</sup> day of November, 2020, all provisions set forth herein having been thoroughly read and understood.



Lessor: BRUDERER MACHINERY, INC.

BY:   
Alois Rupp, President

Lessee: Interplex Nascal, Inc.

BY: **John Fili**  
Authorized Person

Digitally signed by John Fili  
DN: dc=local, dc=interplex,  
ou=nascal, ou=0365, cn=John Fili  
Date: 2020.11.11 10:20:44 -08'00'



**Amendment #1**

Bruderer Machinery Inc. agrees to change the lessee for the duration of the lease from:

Interplex Nascal, Inc.  
15777 Gateway Circle.  
Tustin, CA 92780

To:

Ennovi Advanced Mobility Solutions Rhode Island, Inc.  
231 Ferris Avenue  
Rumford, RI 02916

Lessor:

BY: \_\_\_\_\_

Alois J. Rupp, President

Date

 4-10-24

Lessee:

BY: \_\_\_\_\_

Authorized Person

Date 15-Apr-2024

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Joelin Sweet Star SOON  
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