S00649225 02/02/23 05:43 PM

For office use only (Check one): 

Branch 

Windsor

**Premier Advantage Agreement** 

APPLICATION NUMBER

AGREEMENT NUMBER

2965336

KONICA MINOLTA						
This Premier Advantage Agreement our, refer to Konica Minolta Premi	t ("Agreement") is written ir er Finance, a program of	n "Plain English". The wo	ords you and your, ress Solutions U.S.A., I	fer to the customer (an nc., its subsidiaries a	d its guarantors). The	words Lessor, we, us and
CUSTOMER INFORMATION						والأوالي المستثل وال
FULL LEGAL NAME			STREET ADDRESS			
CITY OF BEAUMONT			550 E 6TH ST			
CITY	STATE	ZIP	PHONE*		FAX	
BEAUMONT	CA	92223-2253	951 572 3221			
BILLING NAME (IF DIFFERENT FROM	ABOVE)		BILLING STREET ADDR	RESS		
CITY	STATE	ZIP	E-MAIL			
EQUIPMENT LOCATION (IF DIFFEREI						
*By providing a telephone number for a cel pre-recorded or artificial voice message cal you provide to us now or in the future and p CUSTOMER ONE GUARANT	ls, text messages, and calls made ermits such calls. These calls and	by an automatic telephone dial	ling system from Lessor and	its attiliates and agents. This	licitation purposes) at that no s Express Consent applies to	umber, including, but not limited to, o each such telephone number that
The Konica Minolta equip Customer One Guarante http://kmbs.konicaminol	e. A copy of the Gua	s Agreement is cov arantee can be obt	vered under Koni ained at your loo	al branch or		ROME GUARANTEE
Make/Model/Accessories (inc	cluding Software Description and St	upplier / Licensor if applicable)	Asset Invoice Infor	mation Serial Num	ber Start N	leter Read(s)
1 - BIZHUB C759 REFL	IRR			A8JE01100	5027 BW 1	63,963, CLR 86,092
	JIND			AA7P01100		9,716, CLR 32,100
1 - C550I REFURB						
1 - C759 REFURB				A8JE01100		67,755, CLR 224,653
1 - C3350I REFURB				A93E01100	8049 BW 1	2,340, CLR 28,477
	🛛 See atta	ched 'Schedule A' for ad	ditional Equipment / Ad	ccessories / Software		
TERM AND PAYMENT SCH	EDULE					
TERM IN MONTHS	# of payments	Payment Frequer	псу	Payment Amount	Α	dvance Payment
16	16	□ Ouartariu 💆 Ma	nthly	(plus applicable taxes)	•	(plus applicable taxes)
10		☐ Quarterly 🛛 Mo	ливу	\$ 3.498.00	\$_	
Payment includes <u>UNLIMITED</u> B&W pages per month				oilled MONTHLY	at \$ <u>0.00000</u>	per B&W page
Payment includes <u></u>	JNLIMITED Color p	ages per month	Overages	billed MONTHLY	at \$ <u>0.00000</u>	per Color page
See attached Pool Billing Sched END OF LEASE OPTIONS: You continuing. 1. Purchase the Equipment is	will have the following entions	PE: FLAT RATE at the end of the original ten ermined by us. 2. Renew th	m, provided the Lease ha ne Lease per paragraph 1	s not terminated early and on reverse). 3. Return E	I no event of default unde quipment as provided in Pa	r the Lease has occurred and is aragraph 6 (on reverse).
THIS IS A NONCANCE	LABLE / IRREVOCA	BLE AGREEMENT	: THIS AGREEM	ENT CANNOT BE	E CANCELED OF	R TERMINATED.
LESSOR ACCEPTANCE						
Konica Minolta Premie	r Finance					
LESSOR		AUTHORIZED SIGNER			TITLE	DATED
CUSTOMER ACCEPTANCE						
CITY OF BEAUMONT		x				
FULL LEGAL NAME OF CUSTOM	ER (as referenced above)	AUTHORIZED SIGNER				DATED
FEDERAL TAX I.D. #		PRINT NAME			TITLE	
CONTINUING GUARANTEE			والماريخ والمحا		guarantage that the suntage	suill make all navments and most all
As additional inducement for us, Konica Mino obligations required under this Agreement ar changes and presentment, demand, and prot any in accordance with the default provision fou expressly consent to the jurisdiction of the enforcing this guarantee. By signing this guar	nd any supplements fully and pro- lest and will remain responsible fo- of the Agreement all sums due un- le court set out in paragraph 14 ar	mptly. You agree that we may r the payment and obligations o der the terms of the Agreement nd agree to pay all costs, includ	or make other arrangements of this Agreement. We do not and wilt perform all the oblighing attorney's fees incurred.	including compromise or set of have to notify you if the cust partions of the Agreement. If	tement with you and you was stomer is in default. If the cu it is necessary for us to proc	arve all defenses and notice of triose istomer defaults, you will immediately seed legally to enforce this guarantee,
		_				

- your financial condition and to provide your information, including payment history, to our assignee or third parties having an economic interest in this Agreement or the Equipment.
- 2. RENT: Rent will be payable in installments, each in the amount of the Monthly Payment (or other periodic payment) shown plus any applicable sales, use and property tax. If we pay any tax on your behalf, you agree to reimburse us promptly along with a processing fee. Subsequent rent installments will be payable on the first day of each rental payment period shown beginning after the first rental payment period or as otherwise agreed. 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. Your obligation to make all Monthly Payments (or other periodic payment) hereunder is absolute and unconditional and you cannot withhold or offset against any Monthly Payments (or other periodic payment) for any reason. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole propriotroships), direct debit or wises only. You also agree cash and cash equivalents are not acceptable forms of payment for this Agreement and that you will not remit such forms of payment to us. WE BOTH INTEND TO COMPLY WITH ALL APPLICABLE LAWS. IF IT IS DETERMINED THAT YOUR PAYMENTS UNDER THIS AGREEMENT RESULT IN AN INTEREST PAYMENT HIGHER THAN ALLOWED BY APPLICABLE LAW, THEN ANY EXCESS INTEREST COLLECTED WILL BE APPLIED TO AMOUNTS THAT ARE LAWFULLY DUE AND OWING UNDER THIS AGREEMENT OR WILL BE REFUNDED TO YOU. IN NO EVENT WILL YOU BE REFULINGED TO PAY ANY MOUNTINE IN EXCESS OF THE IS IS ADDITIONAL. NO EVENT WILL YOU BE REQUIRED TO PAY ANY AMOUNTS IN EXCESS OF THE LEGAL AMOUNT.
- 3. MAINTENANCE AND SUPPLIES: The charges established by this Agreement include payment for the use of the designated Equipment and accessories, maintenance by Supplier including inspection, adjustment, parts replacement, drums and cleaning material required for the proper operation, as well as toner, developer, copy cartridges and pm kits. All supplies are the property of Supplier until used. If your use of supplies exceeds the typical use pattern (as determined solely by Supplier) for these items by more than 10%, or should Supplier, in its sole discretion, determine that Supplies are being abused in any fashion, you agree to pay for such improper or excess use. Paper must be separately purchased by you. A page is defined as one meter click and varies by page size as follows: 8.5%11\*=1 click, 11\*x17\*=2 clicks, 18\*x27\*=3 clicks, 27\*x36\*=4 clicks and 36\*x47\*=5 clicks. You agree to provide Supplier free and clear access to the equipment and Supplier will provide labor or routine, remedial and preventive maintenance service as well as remedial parts. All part replacements shall be on an exchange basis with new or reliable thems. Emergency service calls will be performed at no extra charge during normal business hours (defined as 8:0am to 5:00pm, Monday through Friday, exclusive of holidays observed by Supplier). Overtime charges, at Supplier's current rates, will be charged for all service calls outside normal business hours. Supplier will not be obligated to provide service or repairs in the event of misuse or casually and will charge you separately if such repairs are made. If necessary, the service and supply portion of this Agreement may be assigned. We may charge you a Supply Frieight Fee to cover our costs of shipping supplies to you. You acknowledge that (a) the Supplier (not Lessor or its assignees) is the party to any service maintenance agreement.
- 4. OWNERSHIP OF EQUIPMENT: We are the owner of the Equipment and have sole title (unless you have a \$1.00 purchase option) to the Equipment (excluding Software). You agree to keep the Equipment free and clear of all liens and claims. 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.
- 5. WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS". You acknowledge that none of Supplier or their representatives are our agents and none of them are authorized to modify the terms of this Agreement. No representation or warranty of Supplier of the representation is not received any tax, financial, accounting or legal advice from us, the manufacturer or supplier of the Equipment THIS AGREEMENT CONSTITUTES A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE. You agree that the Customer One Guarantee is a separate and independent obligations under this Agreement are not subject to setoff, withholding, reduction, counterclaim or defense for any reason whatsoever including, without limitation, any claim you may have against Supplier with respect to the Customer One Guarantee.
- 6. LOCATION OF EQUIPMENT: You will keep and use the Equipment only at your address shown above and you agree not to move it unless we agree to it. At the end of the Agreement's term, if you do not purchase the Equipment, you will return the Equipment to a location we specify at your expense, in retail resalable condition (normal wear and tear acceptable), full working order, and in complete repair.
- 7. LOSS OR DAMAGE: You are responsible for the risk of loss or for any destruction of or damage to the Equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us the present value of the total of all unpaid Monthly Payments (or other periodic payments shown) for the full Agreement term plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at four percent (4%) per year. 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 execute in your name any insurance drafts or checks issued due to loss or damage to the Equipment.
- 8. COLLATERAL PROTECTION AND INSURANCE: You are responsible for installing and keeping the Equipment in good working order. Except for ordinary wear and tear, you are responsible for protecting the Equipment from damage and loss of any kind. If the Equipment is damaged or lost, you agree to continue to pay the amounts due and to become due hereunder without setoff or defense. During the term of this Agreement, you agree that you will (1) insure the equipment against all loss or damage naming us as loss payee; (2) obtain liability and third party property damage insurance naming us as an additional insurance acceptable to us. All policies must provide that we be given thirty (30) days written notice of any material change or cancellation. If you do not provide evidence of acceptable insurance, we have the right, but no obligation, (a) to obtain insurance covering our interest (and only our interest) in the Equipment for the lease term, and renewals and (i) any insurance we obtain will not insure you against third party or liability calms and may be cancelled by us at any time, (ii) you will be required to pay us an additional amount each month for the insurance premium and an administrative fee, (iii) the cost may be more than the cost of obtaining your own insurance, (iv) you agree that we, or one of our affiliates, may make a profit in connection with the insurance we obtain, (v) you agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims; or (b) we may waive the insurance requirement and charge you a monthly property damage surcharge in the amount of .0035 of the original equipment cost to cover our credit risk, administrative costs and other costs, as would be further described on a letter from us to you and on which we may make a profit. If you later provide evidence that you have obtained acceptable insurance, we will cancel the insurance we obtained or casse charging the surcharge.
- 9. INDEMNITY: We are not responsible for any loss or injuries caused by the installation or use of the Equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for losses or injury or death caused by the Equipment. We reserve the right to control the defense and to select or approve defense counsel. This indemnity survives the expiration or termination of this Agreement.
- 10. TAXES AND FEES: You agree to pay when invoiced all taxes (including personal property taxs, fines and penalties) and fees relating to this Agreement or the Equipment. You agree to (a) reimburse us for all personal property taxes which we are required to pay as Owner of the Equipment or to remit to us each month our estimate of the monthly equivalent of the annual property taxes to be assessed. If you do not have a \$1.00 purchase option, we will file all personal property, use or other tax returns and you agree to pay us a processing fee for making such filings. You agree to pay us up to \$125,00 on the date the first payment is due as an origination fee. We reserve the right to charge a fee upon termination of this Agreement either by trade-up, buy-out or default. Any fee charged under this Agreement may include a profit and is subject to applicable taxes.
- 11. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT. We may sell, assign, or transfer this Agreement and/or the Equipment without notice. You agree that if we sell, assign, or transfer this Agreement and/or the Equipment, the new lessor will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the rights of the new Lessor will not be subject to any claims, defenses, or set offs that you may have against us whether or not you are notified of such assignment. The cost of any Equipment, Software, services and other elements of this Agreement has been negotiated between you and the Supplier. None of Lessor's assignment. arrify any such costs. Lessor's assignees will be providing funding based on the payment you have negotiated with Supplier. You are responsible for determining your accounting treatment of the appropriate tax, legal, financial and accounting components of this Agreement.
- 12. DEFAULT AND REMEDIES: If (a) you do not pay any lease payment or other sum due to us or other party when due or (b) if you break any of your promises in the Agreement or any other Agreement with us or (c) if you, or any guarantor of your obligations become insolvent or commence bankruptcy or receivership proceedings or have such proceedings commenced against you, you will be in default. If any part of a payment is more than three (3) days late, you agree to pay a late charge of ten percent (10%) of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may do any one or all of the following; (a) instruct Supplier to withhold service, parts and supplies and / or void the Customer One Guarantee; (b) terminate or cancel this Agreement and require that you pay, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND MOT AS A PENALTY, the sum of: (i) all past due and current Monthly Payments (or other periodic payments) and charges; (ii) the present value of at the remaining Monthly Payments (or other periodic payments) and charges; (ii) the present value of at the less of the lowest rate periodic payments) and charges; (ii) the present value of at the lowest rate periodic payments in the same discount rate as specified in clause (ii) above) of the amount of any purchase option with respect to the Equipment or, if none is specified, our anticipated value of the Equipment at the end of the term of this Agreement (or any renewal thereot); and (c) require you to return the Equipment to us to a software such and re-licenses the Software such and re-licenses the Software (iii) cause the Software including the disabling (on-site or by remote communication) of any Software; (ii) the present value of the software licenses, support and other services under the Software including the such as a public or private sale; and/or (iii) cause the Software such and re-licenses the Software i
- 13. UCC FILINGS: You grant us a security interest in the Equipment if this Agreement is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument in order to show our interest in the Equipment.
- 14. CONSENT TO LAW, JURISDICTION, AND VENUE: This Agreement shall be deemed fully executed and performed in the state of Lessor or its Assignee's principal place of business and shall be governed by and construed in accordance with its laws. If the Lessor or its Assignee shall bring any judicial proceeding in relation to any matter arising under the Agreement, the Customer irrevocably agrees that any such matter may be adjudged or determined in any court or courts in the state of the Lessor or its Assignee's principal place of business, or in any court or courts in Customer's state of residence, or in any other court having jurisdiction over the Customer or assets of the Customer, all at the sole election of the Lessor. The Customer hereby irrevocably submits generally and unconditionally to the jurisdiction of any such court so elected by Lessor in relation to such matters. BOTH PARTIES WAIVE TRIAL BY JURY IN ANY ACTION BETWEEN US.
- 15. LESSEE GUARANTEE: You agree, upon our request, to submit the original of this Agreement and any schedules to the Lessor via overnight courier the same day of the facsimile or other electronic transmission of the signed Agreement and such schedules. Both parties agree that this Agreement and any schedules signed by you, whether manually or electronically, and submitted to us by facsimile or other electronic transmission shall, upon execution by us (manually or electronically, as applicable), be binding upon the parties. This lease may be executed in counterparts and any facsimile, photographic and/or other electronic transmission of this lease which has been manually or electronically signed by you when manually or electronically countersigned by us or attached to our original signature counterpart and/or in our possession shall constitute the sole original charted paper as defined in the UCC for all purposes (including any enforcement action under paragraph 12) and will be admissible as legal evidence thereof. Both parties waive the right to challenge in court the authenticity of a faxed, photographic, or other electronically transmitted or electronically signed copy of this Agreement and any schedule.
- 16, OVERAGES AND COST ADJUSTMENTS: You agree to comply with any billing procedures designated by us, including notifying us of the meter reading on the Billing Date. If meter readings are not received, we reserve the right to estimate your usage and bill you for that amount. At the end of the first year of this Agreement and once each successive twelve month period, we may increase your payment, and the per page charge over the pages included (Overage) (if applicable) by a maximum of fitteen percent (15%) of the existing charge, or if less, the maximum amount permitted by applicable law. We may bill you a per page charge for all pages produced between the date of your final invoice and the date when you satisfy your obligations under this Agreement and either purchase or return the equipment to us. Notwithstanding anything herein to the contrary, for pools designated as "One Rate" pools, escalations within the original Agreement term and Supply Freight Fees do not apply nor are meter readings required. All Agreements are subject to escalation in any renewal period.
- 17. COMPUTER SOFTWARE: Not withstanding any other terms and conditions of this Agreement, you agree that as to Software only: a) We have not had, do not have, nor will have any title to such Software, b) You have executed or will execute a separate software license Agreement and we are not a party to and have no responsibilities whatsoever in regards to such license Agreement, c) You have selected such Software and as per Agreement paragraph 5, WE MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR DEFECTIVE NATURE OF SUCH SOFTWARE, SYSTEMS INTEGRATION, OR NECTION OF DESCRIPTION OF THE SOFTWARE, STATEM INTEGRATION OF THE SOFTWARE, STATEM STATEMS INTEGRATION, OR OTHER MINES AND OTHER OBLIGATIONS UNDER THIS LEASE AGREEMENT SHALL IN NO WAY BE DIMINISHED ON ACCOUNT OF OR IN ANY WAY RELATED TO THE ABOVE SAID SOFTWARE LICENSE AGREEMENT OF FAILURE IN ANY WAY OF THE SOFTWARE.



## Schedule "A"

APPLICATION NUMBER 2965336

AGREEMENT NUMBER

This Schedule "A" is to be attached to and become part of the Premier Finance.	the item Description for the Agreement dated	by and between the	ne undersigned and Konica Minolta
Make/Model/Accessories	Asset Invoice Information	Serial Number	Start Meter Read(s)
1 - C550I REFURB		AA7P011003531	BW 5,316, CLR 5,484
1 - C450I REFURB		AA7R011003513	BW 24,181, CLR 34,970
1 - C3350I REFURB		A93E011000365	BW 4,356, CLR 3,564
1 - C550I REFURB		AA7P011002412	BW 165,406, CLR 53,514
1 - C450I REFURB		AA7R011005103	BW 24,972, CLR 25,692
1 - OTOOTKET OND			
-			
LECCOR ACCEPTANCE			
LESSOR ACCEPTANCE			
Konica Minolta Premier Finance			
	AUTHORIZED SIGNER	TITLE	DATED
CUSTOMER ACCEPTANCE	ASTIONIZED GIONER	177 1000	
CITY OF BEAUMONT	X		
FULL LEGAL NAME OF CUSTOMER	AUTHORIZED SIGNER		DATED
FEDERAL TAX I.D. #	PRINT NAME	TITLE	