

DOCUMENT VET SHEET
for
Karen McConnaughay
Chairman, Kane County Board

Name of Document: Konica Minolta Copier Lease and Maintenance Agreement

Submitted by: Gary Erickson – Information Technologies Department

Date Submitted: December 19, 2008

Examined by:

KC Stepp
(Print name)

[Signature]
(Signature)

12-23-08
(Date)

Comments: Per Resolution 08-373 Replacement Copier Lease.

1. order agreement
2. lease (two signatures)
3. amendment to lease
4. Escalation Terms.
} *3 each*

Chairman signed:

[Signature]
Yes No

(Date)

1-7-09

Document returned to:

G. Erickson

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 08 - 373

REPLACEMENT COPIER LEASE
(Information Technologies Department)

WHEREAS, the Kane County Information Technologies Department provides copy services to County Departments; and

WHEREAS, the Kane County Information Technologies Department in providing this service requires the replacement of an existing Xerox high speed printer; and

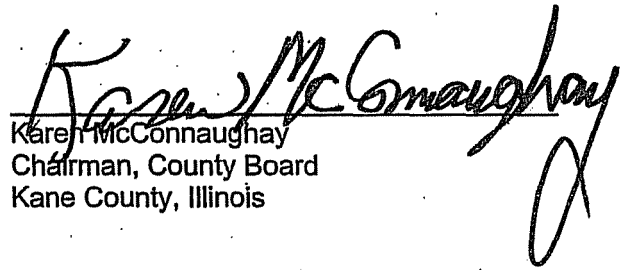
WHEREAS, the Information Technology Department has received and evaluated competitive bids from perspective vendors, and has recommended leasing a Color Copier from Konica Minolta for 48 months.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the County Board Chairman enters into a contractual leasing agreement for the Information Technologies Department with Konica Minolta for a period of 48 months in the amount of One Thousand Five Dollars and Sixty Two Cents per month (\$1,005.62) to be paid from Kane County Information Technologies fund line items as follows:

Line item	Line Item Description	Was personnel/item/service approved in original budget or a subsequent budget revision?	Are funds <u>currently</u> available for this personnel/item/service in the specified line item?	If funds are not currently available in the specified line item, where are the funds available?
2009.001.060.060.52140	Repairs and Maintenance - Copiers	Original \$12067.44	Yes	
2010.001.060.060.52140	Repairs and Maintenance - Copiers	\$12067.44		
2011.001.060.060.52140	Repairs and Maintenance - Copiers	\$12067.440		
2012.001.060.060.52140	Repairs and Maintenance - Copiers	\$12067.44		

Passed by the Kane County Board on December 9, 2008.

John A. Cunningham
Clerk, County Board
Kane County, Illinois



Karen McConaughay
Chairman, County Board
Kane County, Illinois

Vote:
Yes _____
No _____
Voice _____
Abstentions _____
12Copier _____

ORDER AGREEMENT

Check Applicable Box ☐ Sold ☒ Lease ☐ Consignment ☐ Conversion * ☐ Other: _____

INVOICE TO Account # _____			SOLD TO Account # _____			SHIP TO Account # _____		
Legal Name _____			Legal Name _____			Legal Name _____		
Attn Line 1 _____			Attn Line 1 _____			Attn Line 1 _____		
Attn Line 2 _____			Attn Line 2 _____			Attn Line 2 _____		
Street Address _____			Street Address _____			Street Address _____		
City _____ State _____ Zip _____			City _____ State _____ Zip _____			City _____ State _____ Zip _____		
Tax Exempt ☐ No ☒ Yes (Copy Required)			Tax Exempt # _____			P.O. Expiration Date: _____		
P.O. Required ☐ No ☐ Yes (Copy Required)			P.O. # _____			P.O. Expiration Date: _____		
Payment Terms <u>48 mo. FMV</u>			Credit Card Type _____			Name on Card _____		
Check # _____			Amount \$ <u>1005.62</u>			Credit Card # _____		
						Card Expiration Date _____		

Requested Delivery Date: _____

QTY	MATERIAL	MATERIAL DESCRIPTION	SERIAL NUMBER	PRICE EACH	EXTENDED
1	A000011	New Bizhub PRO 6501			
1	A04DWW0	FS 607 BKit /stapling Finisher			
1	A04HWY1	PI 502 Post Process Inserter			
1	A04FOY1	PK 512 Punch Unit			
1	A052WY1	DF-609 Rev. Auto. Doc Feeder			
1	A0U4WY1	PF-602 Paper Feed Unit			
1	A0410Y1	HT-504 Dehumidifier Unit			
1	A03Y0Y0	HD-506 4x40GB HDs			
1	A0MD0Y0	IC-305 EFI PRO 80			
1	7640002333	EFI Color Prof. Icr 2.2 w/ES 1000			
1	7640004586	1GBx2 for IC-305			
1	VCAREACT	VCARE Activation			

QTY	MATERIAL	SUPPLY - MATERIAL DESCRIPTION	PRICE EACH	EXTENDED
2	A0VW130	TN612K		
2	A0VW230	TN612Y		
2	A0VW330	TN612M		
2	A0VW480	TN612C		

Additional Charges

☒ Delivery NC
 ☒ Install NC
 ☒ Removal NC
☒ Network NC
 ☐ Move _____
 ☐ Other _____

Additional Charges see lease

SUB-TOTAL see lease

Taxes see lease

TOTAL see lease

(If no tax is indicated, Total is Exclusive of Taxes)

Pick Up _____ **Requested Removal Date:** _____

QTY	MATERIAL	MATERIAL DESCRIPTION	SERIAL NUMBER

KMBS Sales Terms & Conditions Dated: _____

☒ Yes ☐ No

Maintenance Contract ☒ Accepted ☐ Declined

Contingency Demonstration Model Acknowledgement, Intent & Acceptance Dated: _____

☐ Yes ☐ No

Customer's signature below acknowledges receipt of documents (checked "Yes" above) which are incorporated into this agreement.

Name _____
 Signature *Kevin McElmough*
 Title _____

KMBS Representative _____
 KMBS Branch General Manager _____
 Date _____



KONICA MINOLTA

A Program of Banc of America Leasing

Municipal Lease Agreement

Administration Center, PO Box 7023, Troy, Michigan 48007-7023

Fax To: 800.436.9579 • Page 1 of 2

Contract Number:

Dear Customer: This Municipal Lease ("Lease") is written in simple and easy-to-read language. Please read this Lease thoroughly and feel free to ask us any questions you may have about it. The words **YOU** and **YOUR** refer to the Lessee. The words **WE**, **US** and **OUR** refer to the Lessor, Banc of America Leasing & Capital, LLC, a Delaware limited liability company.

Customer & Billing Contact Information

Lessee Full Legal Name		Federal Tax ID #		
Billing Contact Person		Billing Contact Phone No		
Billing Address	Address	City	County	State Zip
Equipment Location	Address	City	County	State Zip

Complete Equipment Location only if different from billing address

Equipment Description

Quantity	Manufacturer	Model Number	Description	Serial Number
1	Konica Minolta	Bizhub PRO 6501	Digital Color Print, Copy, Scan	

Term/Lease Payment Schedule

Term (months) 48	Security Deposit/Advance Payment (Check One Only) ☐ Security Deposit(s) \$ <u> </u> ☐ Advance Payment(s) \$ <u> </u>	Lease End Purchase Option ☒ FMV (defined in Section 18) ☐ \$1 ☐ Other: <u> </u>	Base Monthly Lease Payment* Plus Applicable Taxes - See Section 11 \$ 1,005⁶²	Billing Cycle ☒ Monthly ☐ Quarterly ☐ Semi-Annual ☐ Annual
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Terms/Conditions

IMPORTANT: NEITHER THE SUPPLIER NOR ANY SALESPERSON ARE OUR AGENT. THEY HAVE NO AUTHORITY TO SPEAK ON OUR BEHALF OR MAKE ANY CHANGES TO THIS LEASE. THEIR STATEMENTS WILL NOT AFFECT YOUR RIGHTS OR OBLIGATIONS UNDER THIS LEASE.

- LEASE AGREEMENT; PAYMENTS:** We agree to lease to you and you agree to lease from us the equipment listed above or identified in any attached Equipment Schedule ("Equipment Schedule"), together with all replacements, parts, attachments, accessories and substitutions therefor ("Equipment"). You promise to pay us the Lease payments according to the terms of the Payment Schedule shown above or any Equipment Schedule hereto, plus all other charges (see Sections 4, 9, 11, 13, and 19).
- GENERAL TERMS; PAYMENT ADJUSTMENTS; EFFECTIVENESS:** You agree to all the terms and conditions on page 1 and 2 of this Lease. This Lease is a complete and exclusive statement of our agreement. The Equipment will not be used for personal, family or household purposes. If the cost of the Equipment varies from the estimate you or your supplier have provided to us, you agree that we may adjust the Lease payment accordingly upward or downward up to 10%. You acknowledge receipt of a copy of this Lease and acknowledge that you have selected the Equipment and reviewed the supply contract under which we will obtain the Equipment. THIS LEASE IS NOT BINDING ON US AND WILL NOT COMMENCE UNTIL WE ACCEPT IT IN OUR OFFICES IN OAKLAND COUNTY, MICHIGAN. You authorize us to file UCC financing statements, and any amendments thereto, to show our interest in the Equipment and any proceeds. You authorize us to insert or correct missing information on this Lease, including contract number, your legal name, serial numbers, Equipment location, and any information describing the Equipment. Any security deposit you have given us is non-interest bearing and may be used by us to cover any costs or losses we may suffer due to your default of this Lease. The security deposit is refundable upon expiration of the Lease, provided all Lease terms and conditions have been performed. You agree that any Purchase Order issued to us covering the Equipment, is issued for purposes of authorization and your internal use only, and none of its terms and conditions shall modify this Agreement. You agree to provide us your financial statements upon request. Nothing in this Lease shall be construed to mean that you must pay any sum which exceeds that which may lawfully be charged, and if there is such excess sum, it shall be applied to reduce the lawful amounts payable by you, and any excess shall be returned to you.
- RENEWAL:** Unless the Lease End Purchase Option is \$1.00, after the original Lease term expires this Lease will automatically renew for successive one month terms unless (a) you send us written notice that you do not want it to renew at least 60 days, but no more than 120 days, before the end of any term, or (b) following renewal we terminate this Lease upon 60 days prior written notice to you.
- LATE CHARGES; OTHER CHARGES:** The due date for your payments will be identified on your invoice. If any payment is not made when due, you agree to pay a late charge at the rate of 10% of such late payment or \$35, whichever is greater. You also agree to pay \$25 for each returned check.
- EQUIPMENT OWNERSHIP; LOCATION:** We are and shall remain the sole owner of the Equipment. You agree to keep the Equipment free from liens and encumbrances. You will keep the Equipment only at the address shown above and you will not move it from that address unless you get our prior written consent. The Equipment shall always remain personal property even though the Equipment may become attached or affixed to real property. If this Lease is determined not to be a true lease, you hereby grant us a security interest in the Equipment relating back to the date we purchased it.
- NO WARRANTIES:** WE ARE LEASING THE EQUIPMENT TO YOU "AS IS," WITH NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN, CONDITION, OR THE QUALITY OF THE MATERIAL OR WORKMANSHIP. WE ARE NOT RESPONSIBLE FOR ANY REPAIRS OR SERVICE TO THE EQUIPMENT OR ANY DEFECTS OR FAILURES IN OPERATION. We assign to you for the term of this Lease any transferable manufacturer or supplier warranties. We are not liable to you for any breach of those warranties. You agree that upon your acceptance of the Equipment, you will have no set-offs or counter-claims against us.

(Continued on Page 2)

Lessee Authorized Signature

THIS LEASE MAY NOT BE CANCELED

Authorized Signer X <i>Karen McCormack</i>	Date	Print Name
	Title	Indicate Purchasing Agent, Buyer, etc.

Equipment Acceptance Certificate

You certify that all of the Equipment referred to in this Lease has been delivered and received by you, and that any and all installation and set up has been completed. You have examined the Equipment and it is in good operating condition and is satisfactory to you and you have accepted the Equipment. This Lease cannot be modified or rescinded except by a writing signed by you and us. **ACCORDINGLY YOU AUTHORIZE US TO PURCHASE THE EQUIPMENT FOR YOUR USE.**

Authorized Signer X	Date	Print Name
	Title	Indicate Purchasing Agent, Buyer, etc.

Continued from Page 1

7. **LESSEE REPRESENTATIONS:** You represent and warrant to us that you: (a) are a public body corporate and politic duly organized and existing under the laws of your State; (b) have taken all requisite action and possess the requisite authority to execute this Lease; (c) have fully budgeted and appropriated sufficient funds for the current fiscal year to make the Lease payments herein; (d) have complied with all bidding requirements relating to the acquisition of the Equipment; (e) have provided accurate financial information to us and will annually provide us with financial statements, budgets, proofs of appropriation and other such financial information that we may reasonably request; and, (f) will use the Equipment only for essential governmental or proprietary functions within the permissible scope of your authority.

8. **MAINTENANCE; USE; INSTALLATION:** You are responsible for installation and maintenance of, and for any damage to, the Equipment. You must service, repair and maintain the Equipment at your expense in the same condition as when received, ordinary wear and tear excepted, in compliance with all applicable laws and regulations, and in compliance with all insurance policies and all manuals, orders, recommendations and instructions issued by the manufacturer or vendor. You shall permit the Equipment to be used by qualified personnel solely for business purposes and the purpose for which it was designed. You will make no alterations or modifications to the Equipment without our prior written consent. If the Equipment malfunctions, is damaged, lost or stolen, you agree to continue to make all payments due under this Lease.

9. **INSURANCE; CASUALTY:** Until this Lease is paid in full and the Equipment has been returned to us, you will: (a) keep the Equipment insured under all risk property insurance policies naming us as loss payee for the greater of the Remaining Balance (defined below) or its full replacement value against all types of loss, including theft; and, (b) provide and maintain comprehensive general public liability insurance naming us as additional insured. All policies and insurers shall be acceptable to us and the insurer(s) must agree to provide us at least 30 days prior written notice of any material change, cancellation or non-renewal of coverage. If you do not provide us with acceptable evidence of insurance, we may, but will have no obligation to, obtain insurance and add a charge to your monthly payment which will include the insurance premium charged by our insurance provider, our then prevailing insurance administration fee, together with interest on such amounts at the overdue rate provided in Section 13. If the Equipment is damaged, you shall immediately repair the damage at your expense. If any Equipment is lost, stolen or damaged beyond repair, you shall, at our option, (a) replace the same with like equipment in a condition acceptable to us and convey clear title to such equipment to us (such equipment will become Equipment subject to this Lease), or (b) pay us the Remaining Balance. For purposes of this Lease, "Remaining Balance" means the sum of (i) all amounts which are currently due to us under this Lease, but are unpaid, plus (ii) the present value of the sum of all amounts to become due during the Lease term plus the Lease End Purchase Option price for the Equipment set forth above, each discounted at a discount rate equal to the 1-year Treasury Constant Maturity rate as published in the Selected Interest Rates table of the Federal Reserve statistical release H.15(519) for the week ending immediately prior to the date of Lessee Acceptance of this Lease (or if no longer published, a rate reasonably determined by us); provided, that if the Lease End Purchase Option price is FMV, then the Remaining Balance will be calculated by reference to the expected FMV for the Equipment as of the end of the Lease term, as reasonably anticipated by us at the commencement of the Lease. Upon our receipt of the Remaining Balance following the loss or destruction of any Equipment, you shall be entitled to whatever interest we have in such Equipment, in its then condition and location, without warranties of any kind.

10. **LIABILITY:** WE ARE NOT RESPONSIBLE FOR ANY LOSSES OR INJURIES TO YOU OR ANY THIRD PARTIES CAUSED BY THE EQUIPMENT OR ITS USE. You assume the risk of liability for, and agree to indemnify, defend and hold us, our employees and agents, harmless from and against: (a) any and all liabilities, losses, damages, claims and expenses (including attorneys' fees and legal costs) arising out of the manufacture, purchase, shipment and delivery of the Equipment to you, acceptance or rejection, ownership, licensing, titling, registration, leasing, possession, operation, use, return or other disposition of the Equipment, including, but not limited to, any liabilities that may arise from patent or latent defects in the Equipment, and any claims based on strict tort liability, (b) any and all loss or damage of or to the Equipment, and (c) any liability to the manufacturer or supplier arising under any purchase orders issued by or assigned to us.

11. **TAXES; PERSONAL PROPERTY TAX FEES:** You agree to show the Equipment as "Leased Property" on all personal property tax ("PPT") returns. You agree to pay us all PPT assessed against the Equipment. During the term of your lease, we may charge you an estimated PPT fee to offset PPT exposure on your leased Equipment. This fee will be a reasonable estimate of the expected tax liability, usually 90% of the PPT assessed for your Equipment in the preceding tax year. We may also charge you an administrative fee of no more than \$12 per item of leased Equipment with each PPT bill to offset the costs associated with the reporting, payment, and collection of actual or estimated PPT. You agree to reimburse us for applicable sales and/or use tax and all other taxes, fees, fines and penalties which may be imposed, levied or assessed by any federal, state or local government or agency which relate to this Lease, the Equipment or its use. Fines and penalties will be limited to any incurred as a result of your failure to act in accordance with federal, state and local tax laws and codes and/or the terms of this Lease. You agree to reimburse us for reasonable costs incurred in collecting or paying any taxes, assessments, charges, penalties or fees.

12. **ASSIGNMENT:** YOU MAY NOT SELL, PLEDGE, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS LEASE. We may sell, assign or transfer all or any part of this Lease and/or the Equipment. The new owner will have the same rights that we have, but you agree you will not assert against the new owner any claims, defenses or set-offs that you may have against us or any supplier.

13. **DEFAULT; DAMAGES:** If you, or any guarantor of your obligations: (a) fail to make any Lease payment within 10 days of when due, or (b) become insolvent or commence bankruptcy or receivership proceedings or have such proceedings commenced against you, or (c) terminate your existence by merger, consolidation, sale of substantially all your assets, or (d) default under any other agreement you have with us or our affiliates, or (e) otherwise breach any warranty, covenant or provision of this Lease, you will be in default. If you are in default we may, but shall not be obligated to, do any or all of the following: (i) declare immediately due and payable the Remaining Balance and all unpaid amounts due under this Lease, (ii) require you to immediately return all Equipment to us at your expense, (iii) with or without notice, demand or legal process, re-take possession of the Equipment (and you authorize us to enter upon the premises wherever the Equipment may be found), (iv) sell, hold, use, lease or otherwise dispose of the Equipment, (v) immediately terminate this Lease (and any other agreements we have with you), (vi) apply any security deposit

to reduce amounts due to us hereunder, and/or (vii) exercise any other remedies available to us under applicable law. You agree to pay our actual attorneys' fees, plus all actual costs, including all costs of any Equipment repossession. Any payment or other amount more than 30 days delinquent under this Lease shall accrue interest until paid at the overdue rate of 1-1/2% per month, or the maximum amount permitted by applicable law, whichever is less. If we dispose of the Equipment, we will apply the net proceeds of such disposition to reduce the Remaining Balance and other amounts payable by you, and you shall remain responsible for the payment of any deficiency. If the Lease End Purchase Option price indicated on the face of this Lease is \$1, and the net proceeds we recover following a default is more than the Remaining Balance and other outstanding amounts payable by you, we will give you the excess. You waive any notice of our repossession or disposition of the Equipment. By repossessing any Equipment, we do not waive our right to collect any amounts due on this Lease. We will not be responsible to you for any consequential or incidental damages. Our delay or failure to enforce our rights under this Lease will not prevent us from doing so at a later time.

14. **CHOICE OF LAW; JURISDICTION; VENUE; NON-JURY TRIAL:** You and any Guarantor hereto agree that this Lease will be deemed for all purposes to be fully executed and performed in the State of Michigan and will be governed by Michigan law. YOU AND ANY GUARANTOR EXPRESSLY AND IRREVOCABLY AGREE TO: (a) BE SUBJECT TO THE PERSONAL JURISDICTION OF THE STATE OF MICHIGAN IN ANY CONTROVERSY THAT MAY ARISE RELATING TO THIS LEASE, ANY GUARANTY OR THE EQUIPMENT; (b) ACCEPT VENUE IN ANY FEDERAL OR STATE COURT IN MICHIGAN AND AGREE THAT SUCH COURT WILL BE A CONVENIENT PLACE FOR ANY TRIAL; AND, (c) WAIVE ANY RIGHT TO A TRIAL BY JURY. You and any Guarantor further acknowledge and agree that subsections (a) through (c) are conditions precedent to and are material inducements to our entering into this Lease with you and any Guaranty with any Guarantor.

15. **FINANCE LEASE; AMENDMENTS:** YOUR OBLIGATION TO PAY ALL AMOUNTS UNDER THIS LEASE IS ABSOLUTE AND UNCONDITIONAL. THIS LEASE IS A "FINANCE LEASE" UNDER THE UNIFORM COMMERCIAL CODE AS ADOPTED IN MICHIGAN ("UCC"). THIS LEASE MAY NOT BE AMENDED EXCEPT BY A WRITING WHICH WE HAVE SIGNED. YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES YOU MAY HAVE UNDER UCC 2A-508 THROUGH 2A-522, INCLUDING ANY RIGHT TO: (a) CANCEL THIS LEASE; (b) REJECT TENDER OF THE EQUIPMENT; (c) REVOKE ACCEPTANCE OF THE EQUIPMENT; (d) RECOVER DAMAGES FOR ANY BREACH OF WARRANTY; AND (e) MAKE DEDUCTIONS OR SET-OFFS, FOR ANY REASON, FROM AMOUNTS DUE US UNDER THIS LEASE. IF ANY PART OF THIS LEASE IS INCONSISTENT WITH UCC 2A, THE TERMS OF THIS LEASE WILL GOVERN.

16. **NON-APPROPRIATION:** If you: 1) are not allotted funds for this Lease in the next fiscal year; 2) have no funds for replacement equipment; and 3) have no funds from other sources (1, 2 and 3 shall be hereinafter collectively referred to as "Non-Appropriation"), you may terminate this Lease at the end of the then current fiscal year. In such event, you shall return the Equipment to us, at your sole expense. You shall not, within a period of Non-Appropriation, acquire by any means equipment similar to the Equipment, unless same shall be leased from us.

17. **8038 FILING:** You agree that you will timely file a Form 8038-GC (or, as necessary, Form 8038-G), or any revised or renumbered form with the Internal Revenue Service in accordance with Section 149(e) of the Code and the Regulations thereunder, and agree to appoint us your Agent for the purpose of maintaining a book entry system as required by Section 149(a) of the Code.

18. **PURCHASE OPTION:** If you are not in default, you may at any time with 60 days prior written notice purchase all (but not less than all) the Equipment for a price equal to the sum of all remaining payments to come due during the term (if any) plus the Lease End Purchase Option price indicated on the face of this Lease plus any applicable sales taxes and fees. Any Lease End Purchase Option price for the Equipment designated above as "FMV" shall be for its fair market value in place and in use as reasonably determined by us ("FMV"). You must give us 60 days advance written notice of your intent to exercise this option unless the purchase is being made at the end of the term and the Lease End Purchase Option is \$1.

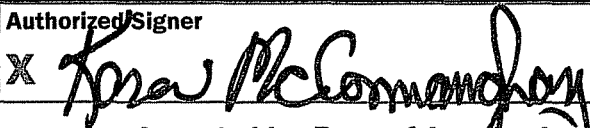
19. **EQUIPMENT RETURN:** If you do not exercise the Lease End Purchase Option at the end of this Lease term, you will immediately crate, insure and ship all, but not less than all, of the Equipment, in good working condition, to us at a location and by means we designate, with all expenses to be prepaid by you. You must give us 60 days prior written notice of your intent to return the Equipment under this Section. You agree to pay a restocking fee not to exceed \$100 for each item of Equipment which you return to us under this Section. You must disassemble and pack the Equipment for shipment in a manner authorized by the manufacturer or its representative and provide for its reassembly at the return location in the condition required by this Lease, at your expense. If you fail to return all of the Equipment to us as agreed, you shall pay to us the regular Lease payments each month until all of the Equipment is returned. If the Equipment is damaged when received by us or otherwise not in the condition required upon return to us, you agree to pay for all costs of repair or restoration. You will also be responsible for any damage to the Equipment which occurs during shipping.

20. **FAX:** If we agree, you may transmit this Lease and related documents to us by telecopy or facsimile ("fax"). The fax version of this Lease and related documents shall constitute an original of the documents and "best evidence" of the parties' agreement, and shall be binding on you as if it were manually signed and personally delivered. You agree that the fax document will be admissible in any legal action. To the extent this Lease constitutes chattel paper under the UCC, a security interest in this Lease may be created through the transfer and possession of a copy of this Lease manually executed by us without the need to transfer possession of any other fax or copy of this Lease, or any other related documents or instruments. We have no duty to verify or inquire as to the validity, execution, signer's authority or any other matter concerning the propriety of any fax.

21. **MISCELLANEOUS:** If any provision of this Lease is unenforceable, invalid or illegal, the remaining provisions will continue to be effective. You must bring any action against us relating to this Lease within one year after the basis for the claim first arises, and in any event not later than one year following termination of this Lease. Time is of the essence with respect to the payment and performance of all of your obligations under this Lease.

22. **MERGER:** THE ABOVE TERMS AND CONDITIONS REPRESENT AND MERGE ALL OF THE TERMS AND CONDITIONS INTO THIS LEASE. THIS LEASE CANNOT BE MODIFIED OR ALTERED UNLESS IT IS IN WRITING AND SIGNED BY ONE OF OUR OFFICERS.

Municipal Lease Agreement, Page 2 of 2

Authorized Signer X 		Lessee Full Legal Name	
		Title	Contract Number
		Indicate Purchasing Agent, Buyer, etc.	
Accepted by: Banc of America Leasing & Capital, LLC, Oakland County, Michigan, Lessor			
Signed By: X 		Date	

AMENDMENT TO MUNICIPAL LEASE AGREEMENT

THIS AMENDMENT is made this ____ day of _____, 2008.

WHEREAS, Kane County ("You" and "Your") and Banc of America Leasing & Capital, LLC ("We", "Us" and "Our") desire to enter into a Municipal Lease Agreement No. _____, dated _____ (the "Lease") and;

WHEREAS, in order to enter into the Lease, the parties mutually agree to make the following changes to the terms of the Lease.

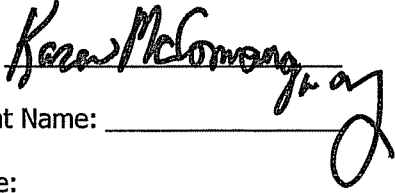
NOW, THEREFORE, the parties hereby agree as follows:

1. The second sentence in Paragraph 4 (Late Charges; Other Charges) is deleted in its entirety and replaced as follows: "Payment will be made in accordance with the Illinois Prompt Payment Act."
2. The third sentence in Paragraph 13 (Default; Damages) is deleted in its entirety and replaced as follows: "You agree to pay our reasonable attorneys' fees, plus all reasonable costs, include all costs of any Equipment repossession."
3. All references to "Michigan" are replaced with "Illinois" in Paragraph 14 (Choice of Law; Jurisdiction; Venue; Non-Jury Trial) and Paragraph 15 (Finance Lease; Amendments).
4. Paragraph 19 (Equipment Return) is deleted in its entirety and replaced as follows:

"If you do not exercise the Lease End Purchase Option at the end of this Lease term, you will notify us within 60 days, but no more than 120 days, prior to the end of the lease term of your intention to return all (but not less than all) the Equipment. You must disassemble the Equipment and make it available for pick-up at lease end. Equipment shall be returned in good condition, repair and working order, ordinary wear and tear excepted. Equipment shall be returned with all essential equipment and accessories that accompanied the Equipment when originally delivered. If returned Equipment fails to meet the above requirements, you shall be solely responsible for any and all damage or loss charges. If you fail to properly notify us, you shall pay to us the regular Lease payments until the Equipment is returned."

5. All provisions of the Lease not amended by this Amendment shall remain in full force and effect as set forth in the Lease.

KANE COUNTY

By: 

Print Name: _____

Title: _____

Date: _____

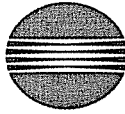
BANC OF AMERICA LEASING & CAPITAL, LLC

By: _____

Print Name: _____

Title: _____

Date: _____



KONICA MINOLTA

Management Escalation Terms & Procedures

This Amendment is made this _____ day of _____, 2008

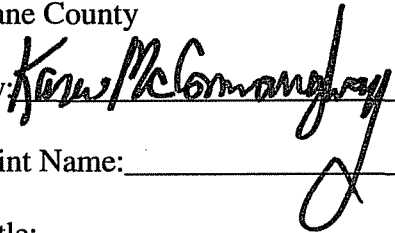
In addition to item #4 under "Supplies, Service, Installation, and Training" for County of Kane Bid Number 08-058 Digital Multifunction Copier "Equipment will be repaired and fully operational within forty-eight hours of the placement of the initial service call." Konica Minolta Business Solution hereby offers the following escalation procedures:

Level 1: If satisfactory resolution to the plan and timeframe stated above does not occur, Konica Minolta will conduct a conference call with client including Konica Minolta Field Service Manager, National Account Manager and National Account Representative. The result of this call will be a machine evaluation performed by a product expert and then following, resolution within 48 hours.

Level 2: If satisfactory resolution to Level 1 plan and timeframe stated above does not occur, Konica Minolta will conduct an on-site meeting with client including Konica Minolta Branch Technical Manager, Field Service Manager and National Account Manager. The result of this call, within 48 hours, a Konica Minolta loaner machine will be delivered or copies/prints made off-site for client (decision for either at client's discretion).

Level 3: If satisfactory resolution to Level 2 plan and timeframe state above does not occur, Konica Minolta will conduct an on-site meeting with client including Konica Minolta Regional Vice President of Sales or Service, Branch Technical Manager, and National Account Manager. The result of this call will be a defined resolution plan and replacement of failing feature and/or machine will occur within 15 business days.

Kane County

By: 

Print Name: _____

Title: _____

Date: _____

Konica Minolta Business Solutions USA Inc

By: _____

Print Name: _____

Title: _____

Date: _____