



For office use only (Check one):  Branch  Windsor

S00078973  
01/26/12 12:41 pm

KONICA MINOLTA

# Premier Lease Agreement

APPLICATION NUMBER

3-113819353

AGREEMENT NUMBER

This Premier Lease Agreement ("Agreement") is written in "Plain English". The words **you** and **your** refer to the customer (and its guarantors). The words **Lessor, we, us** and **our** refer to **Konica Minolta Premier Finance, a program of Konica Minolta Business Solutions U.S.A., Inc., its subsidiaries and affiliates.** (Supplier)

## CUSTOMER INFORMATION

FULL LEGAL NAME: GEORGE CROCKETT ACADEMY STREET ADDRESS: 4660 S. HAGADORN STE 500

CITY: EAST LANSING STATE: MI ZIP: 48823 PHONE\*: 517 203 3771 FAX: \_\_\_\_\_

BILLING NAME (IF DIFFERENT FROM ABOVE): \_\_\_\_\_ BILLING STREET ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_ E-MAIL: KIM.BARTON@LEONAGROUP.COM

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

4851 14TH ST DETROIT MI 48208

\*By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Lessor and its affiliates and agents. This Express Consent applies to each such telephone number that you provide to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.

## CUSTOMER CONFIDENCE GUARANTEE

Konica Minolta Business Solutions agrees to maintain the Equipment in good operating condition providing necessary maintenance service and parts for routine repairs. If our Service Representative is unable to repair the equipment covered under a Konica Minolta Business Solutions Service Agreement and this guarantee, we shall provide, at no charge, an equivalent replacement.



## MAKE/MODEL NO./ACCESSORIES

1 - BIZHUB 652

## SERIAL NO.

See attached schedule for additional Equipment / Accessories

## TERM AND PAYMENT SCHEDULE

48 Monthly Payments of \$ 389.00  
(mos.) (plus applicable taxes)

Security Deposit \$ \_\_\_\_\_  
(plus applicable taxes)

**END OF LEASE OPTIONS:** You will have the following options at the end of the original term, provided the Lease has not terminated early and no event of default under the Lease has occurred and is continuing. 1. Purchase the Equipment for the Fair Market Value as determined by us. 2. Renew the Lease per paragraph 1 (on reverse). 3. Return Equipment as provided in Paragraph 6 (on reverse).

**THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT: THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.**

## LESSOR ACCEPTANCE

Konica Minolta Premier Finance

DATED \_\_\_\_\_ LESSOR \_\_\_\_\_ SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

## CUSTOMER ACCEPTANCE

1/26/12 DATED \_\_\_\_\_ GEORGE CROCKETT ACADEMY FULL LEGAL NAME OF CUSTOMER (as referenced above)

X Kim Barton SIGNATURE \_\_\_\_\_ Finance Asst TITLE \_\_\_\_\_

38-3422824 FEDERAL TAX I.D. # \_\_\_\_\_ Kim Barton PRINT NAME \_\_\_\_\_

## CONTINUING GUARANTY

As additional inducement for us, Konica Minolta Premier Finance to enter into the Agreement, the undersigned ("you") unconditionally, jointly and severally, personally guarantees that the customer will make all payments and meet all obligations required under this Agreement and any supplements fully and promptly. You agree that we may make other arrangements including compromise or settlement with you and you waive all defenses and notice of those changes and presentment, demand, and protest and will remain responsible for the payment and obligations of this Agreement. We do not have to notify you if the customer is in default. If the customer defaults, you will immediately pay in accordance with the default provision of the Agreement all sums due under the terms of the Agreement and will perform all the obligations of the Agreement. If it is necessary for us to proceed legally to enforce this guaranty, you expressly consent to the jurisdiction of the court set out in paragraph 15 and agree to pay all costs, including attorneys fees incurred in enforcement of this guaranty. It is not necessary for us to proceed first against you before enforcing this guaranty. By signing this guaranty, you authorize us to obtain credit bureau reports for credit and collection purposes.

PRINT NAME OF GUARANTOR

X SIGNATURE (NO TITLES)

DATED

See reverse side for additional terms and conditions

## Lease Reimbursement / Direct Paid Buyout / Rebate

**Customer Name:** GEORGE CROCKETT ACADEMY  
**Address:** 4660 S. HAGADORN STE 500  
**City:** EAST LANSING **State:** MI **Zip Code:** 48823

**Lease Reimbursement**

Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") does hereby agree to pay the Customer named above, the sum of \$ \_\_\_\_\_ representing the principal balance remaining on Lease Agreement ; \_\_\_\_\_ with \_\_\_\_\_, for Model \_\_\_\_\_ Serial # \_\_\_\_\_, provided ("Leasing Company") KMBS receives payment in full from the Leasing Company (for a lease agreement) or from the Customer (for a purchase agreement) for the new transaction.

**KMBS shall have no liability to the Customer or to any third party as a result of this transaction. The funds described above will be issued based upon the representation by the Customer of the outstanding balance due. The Customer agrees to remit these reimbursement funds to the Leasing Company in payment of the outstanding principal balance. If KMBS agrees to ship Customer's equipment to the Leasing Company, it is the responsibility of the Customer to first provide the Return Authorization and shipping instructions to KMBS.**

**Direct Paid Buyout**

Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") does hereby agree to pay direct to the Leasing Company named below, the sum of \$ 400.00, representing the Total Buyout Quote(s) attached, itemized by lease agreement number and dollar amount below; provided KMBS receives payment in full from the Leasing Company (for a lease agreement) or from the Customer (for a purchase agreement) for the new transaction.

**Leasing Company:** ERVIN LEASING  
**Address:** 21146 NETWORK PLACE  
**City:** CHICAGO **State:** IL **Zip Code:** 60673

Lease Agreement #	<u>3-113819353</u>	Amount \$	<u>400.00</u>
Lease Agreement #	_____	Amount \$	_____
Lease Agreement #	_____	Amount \$	_____

**KMBS shall have no liability to the Customer or to any third party as a result of this transaction, beyond remittance of the designated funds identified above. The funds described above will be issued based upon the Total Buyout Quote(s) attached and itemized above. The Customer agrees that any other charges not itemized on the Buyout Quote(s) attached, or resulting from additional charges for Lease Payments, Taxes, Late Fees, or Other charges imposed by the Leasing Company will be the sole responsibility of the Customer. If KMBS agrees to ship Customer's equipment to the Leasing Company, it is the responsibility of the Customer to first provide the Return Authorization and shipping instructions to KMBS.**

**Rebate**

Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") does hereby agree to pay the Customer named above, the sum of \$ \_\_\_\_\_, representing a special incentive towards the lease or purchase of new KMBS product(s), provided KMBS receives payment in full from the respective Leasing Company (for a lease agreement) or from the Customer (for a purchase agreement) for the new transaction.

**Comments:**

KMBS TO PAY RESTOCKING FEE.

Reimbursement or Rebate check will be issued in approximately eight (8) to ten (10) weeks from the date of installation provided KMBS receives full funding for the new transaction. Direct Paid Buyouts will be issued to the Leasing Company in approximately two (2) weeks from the date KMBS receives full funding for the new transaction. This agreement is not binding upon KMBS until signed by a KMBS Branch Manager or Director of Sales.

**Customer**

Name George Crockett Academy  
 Signature Kim Barton Please print  
 Date 1/26/12  
 Title Finance Asst

**Konica Minolta Business Solutions U.S.A., Inc.**

Name \_\_\_\_\_  
 Signature \_\_\_\_\_ Please print  
 Date \_\_\_\_\_  
 Title KMBS Branch Mgr / Director of Sales



# ORDER AGREEMENT

S00078973  
01/26/12 12:41 pm  
Order 1 of 1

Check Applicable Box

Purchase

Lease

Other: \_\_\_\_\_

<b>INVOICE TO</b> Account #	<b>SOLD TO</b> Account #	<b>SHIP TO</b> Account #
Legal Name GE CAPITAL	Legal Name GEORGE CROCKETT ACADEMY	Legal Name GEORGE CROCKETT ACADEMY
Attn Line 1	Attn Line 1	Attn Line 1
Attn Line 2	Attn Line 2	Attn Line 2
Street Address 1961 HIRST DR	Street Address 4660 S. HAGADORN STE 500	Street Address 4851 14TH ST
City MOBERLY State MO Zip 65270	City EAST LANSING State MI Zip 48823	City DETROIT State MI Zip 48208
Tax Exempt <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (Copy Required)	Tax Exempt # 38-3422824	
P.O. Required <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Copy Required)	P.O. #	P.O. Expiration Date

<b>Payment Terms:</b> SEE LEASE	<input type="checkbox"/> Yes, I want to pay by Credit Card. Please provide contact name/phone below. <input type="checkbox"/> Pay in Full (including applicable tax) <input type="checkbox"/> Partial Payment, Amount \$ _____	<b>Check</b> Amount
<b>Credit Card</b>	Contact Name: _____ Phone: _____	<b>Check #</b>

**Requested Delivery Date:** 01/31/2012 **Maintenance Contract**  Accepted  Declined

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER	PRICE EACH	EXTENDED
1	A2WU011	BIZHUB 652 *			
1	7670525500	DELIVERY CHARGE - LEVEL TWO			
1	7670527700	INSTALLATION CHARGE - LEVEL TWO			
1	A0HRWY2	FS-527 FLOOR FINISHER			
1	7640014724	INNOVOLT POWER MANAGER 20AMP			
1	15LB	FK-502 FAX BOARD			
1	A0YAWY1	MK-720 MOUNT KIT			
1	7640015657	BIZHUB SECURE			

QTY	MATERIAL #	SUPPLY - MATERIAL DESCRIPTION	PRICE EACH	EXTENDED
1	A0TM132	TN-618 BLACK TONER (YIELD: 37,500)	N/A	
			N/A	
			N/A	
			N/A	
			N/A	
			N/A	
			N/A	
			N/A	
			N/A	
			N/A	

**Additional Charges:**

Network \_\_\_\_\_  Removal \_\_\_\_\_  Other \_\_\_\_\_

**Additional Charges TOTAL** \_\_\_\_\_  
(TOTAL is exclusive of applicable taxes)

**Pick-Up** Requested Removal Date: 01/31/2012

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER
1		600	57BE18541

**Comments**

*If order is for a purchase of equipment, Customer's signature below acknowledges receipt of KMBS Sales Terms and Conditions "Schedule A" (Revised 03-30-09) and consent to their terms, which are incorporated into this agreement. If payment by credit card is indicated above, Customer hereby grants KMBS the authority to charge the Customer's credit card in the amount indicated (plus applicable taxes). KMBS assumes no responsibility to pick-up, return to any party, and/or resolve any financial obligations on any existing Customer equipment except as specifically stated in this Agreement or separately executed form. Not binding on KMBS until signed by KMBS Manager.*

Customer Name George Crockett Academy KMBS Representative Carlye J. Stearns 1/26/12  
 Signature Kim Barber Please Print Kim Barber Date 1/26/12  
 Authorized Representative of Customer Date  
 Title Finance ASST KMBS Manager Don Jungsten Date 1/26/12



## EQUIPMENT REMOVAL AUTHORIZATION

Customer: GEORGE CROCKETT ACADEMY

Pick Up Address: 4851 14TH ST, DETROIT, MI, 48208

**Equipment being removed from Customer's Location:**

Make: <u>KONICA MINOLTA</u>	Model: <u>600</u>	Serial Number: <u>57BE18541</u>
Make: _____	Model: _____	Serial Number: _____
Make: _____	Model: _____	Serial Number: _____

**Customer Owned Asset:**

Customer represents and warrants that it has good title to the equipment, free and clear of any lien, mortgage, encumbrance or security interest of any kind. Customer agrees to defend, indemnify and hold Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") harmless from any loss, damage claim, liability or expense of any kind (including, but not limited to, court costs and attorney's fees) arising or resulting from a breach of this representation and warranty of good title and/or the authority, expressed or apparent, of Customer to trade-in or transfer the equipment. Upon signing this Agreement, Customer surrenders possession of the equipment and all components contained therein to KMBS. Customer further agrees that the surrendered equipment will be available for pick-up at the same time that any new equipment is delivered. If the surrendered equipment is not available for pick-up at time of new equipment delivery, customer will be invoiced an additional charge for the separate pick-up.

**Lease Company Owned Asset:**

Lease Company Name: ERVIN LEASING Lease #: 035-0002410-000

**Upgrade to Return** KMBS will resolve current lease obligation. Asset belongs to the Lease Company. KMBS will ship back to the Lease Company at no expense to Customer.

**Upgrade to Keep** KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.

**Buyout to Keep** KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.

**End of Lease Return Storage of Equipment Less than 90 Days** Asset belongs to the Lease Company. KMBS will return equipment listed above to the respective leasing company upon receipt of a written Return Authorization Letter and Shipping Instructions. In the event KMBS does not receive a Return Authorization Letter and Shipping Instructions within 90 days of equipment pick up from Customer's location, and Customer has not made additional arrangements with KMBS for storage, the equipment listed above will be returned to Customer's location of pick up with no further obligation to KMBS.  
Upon shipment of equipment, KMBS will invoice Customer \$ 0.00 for associated shipping charges.

**End of Lease Return Storage of Equipment Greater than 90 Days** Asset belongs to the Lease Company. KMBS agrees to hold the Equipment for Customer, at KMBS' cost for storage only, until Customer or Lease Company provides KMBS with a written Return Authorization Letter and Shipping Instructions, but in no event shall KMBS continue to hold the equipment after \_\_\_\_\_ ("Storage Termination Date"). Upon receipt of the leasing company's Return Authorization Letter and Shipping Instructions, KMBS will return equipment listed above to the respective leasing company. In the event KMBS does not receive a Return Authorization Letter and Shipping Instructions before the Storage Termination Date, KMBS will return the equipment listed above to Customer's location of pick up with no further obligation to KMBS.  
Upon shipment of equipment, KMBS will invoice Customer \$ \_\_\_\_\_ for associated shipping charges.

KMBS Market VP Approval Required for this option.

**Comments:**

In addition to the terms and conditions incorporated above, KMBS shall have no liability and Customer shall hold KMBS harmless for any damage or loss to the equipment listed above, regardless of cause, once it has left Customer's pick up location. The undersigned represents that he/she is an authorized representative of the Customer and has authority to bind Customer to this Agreement.

<p><b>Customer</b></p> <p>Name: <u>George Crockett Academy</u></p> <p>Signature: <u>Kim Barber</u> <small>Please print</small></p> <p>Date: <u>1/26/12</u></p> <p>Title: <u>Finance Asst</u></p>	<p><b>Konica Minolta Business Solutions U.S.A., Inc.</b></p> <p>Name: <u>[Signature]</u></p> <p>Signature: <u>[Signature]</u> <small>Please print</small></p> <p>Date: <u>1/26/12</u></p> <p>Title: <u>SAT</u></p>
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**LEASE COMPANY USE**

**Approved** Customer has fulfilled its obligation on current lease.

**Contingent Approval** Customer has lease balance of \$ \_\_\_\_\_ which needs to be satisfied.

RA # \_\_\_\_\_ Shipping Instructions \_\_\_\_\_

Name \_\_\_\_\_ Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_



KONICA MINOLTA

Advantage CPC Maintenance Contract

<b>Sold To: (legal name)</b>		<b>Ship To:</b>	
Name: <u>GEORGE CROCKETT ACADEMY</u>	Account Number: _____	Name: <u>GEORGE CROCKETT ACADEMY</u>	Account Number: _____
Address Line 1: _____		Address Line 1: _____	
Address Line 2: _____		Address Line 2: _____	
Street Address: <u>4660 S. HAGADORN STE 500</u>		Street Address: <u>4851 14TH ST</u>	
City: <u>EAST LANSING</u>	State: <u>MI</u>	Zip: <u>48823</u>	
City: <u>DETROIT</u>	State: <u>MI</u>	Zip: <u>48208</u>	
<b>Tax Exemption</b>	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (Certificate required)	Tax Exemption Number: <u>38-3422824</u>	
<b>PO Required</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Copy required)	PO Number: _____	PO Expiration Date: _____

Advantage CPC Maintenance Plan

**Cost Per Copy**  
 With Supplies  Without Supplies - Purchased Separately

**Effective Date:** \_\_\_\_\_

**Billing for CPC contract:**  Monthly  Quarterly  Annually

**Overages billed:**  Monthly  Quarterly  Annually

**Contract Term (Months):**  12  24  36  48  60

**Product Covered Under Contract:**

Item	Model Description	Serial Number	Type	Start Meter Read	Monthly Min Volume	CPC	Monthly Min \$	Overage CPC
1	BIZHUB 652		C	0	0	0.00000	\$ 0.00	0.00000
			B/W	0	0	0.00850	\$ 0.00	0.00850
2			C					
			B/W					
3			C					
			B/W					
4			C					
			B/W					
5			C					
			B/W					
6			C					
			B/W					

**Comments** TO BE LOCKED FOR 4 YEARS AND INCLUDE STAPLES

**Customer's signature below acknowledges receipt and consent to KMBS Advantage Maintenance Terms and Conditions "Schedule A" dated 02-01-10. Not binding on KMBS until signed by KMBS Manager.**

Customer Name: George Crockett Academy KMBS Representative: Colleen Sherman 1/26/12

Signature: Kim Barber Please Print Kim Barber KMBS Manager: Colleen Sherman Date: 1/26/12

Title: Finance Asst Date: \_\_\_\_\_

FOR INTERNAL USE

New Customer  Maintenance w/ Equipment Order  Maintenance Only  Maintenance Billed by KMBS  Maintenance Billed by Lease Company  Dealer Serviced

PE #: 01251213 Agreement #: \_\_\_\_\_ Customer Code 1: \_\_\_\_\_

Promotion #: \_\_\_\_\_ Price Plan #: \_\_\_\_\_ Customer Code 2: \_\_\_\_\_

Subfleet #: \_\_\_\_\_ Customer Code 3: \_\_\_\_\_

Key Operator Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Email Addr: \_\_\_\_\_

Meter Read Contact: NATASHA BROWN-TERRY Phone: 313 896 6078 Email Addr: NATASHA.BROWN-TERRY@LEONAGROUP.COM

Accounts Payable Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Email Addr: \_\_\_\_\_

**Special Instructions:** \_\_\_\_\_ **Additional Documents Attached:**

Price Exception  Tax Exempt Certificate

Purchase Order  Credit Application

	Sales Rep Number	Sales Rep Name (Please Print)	Sales Rep Email Address
Originating:	718102	COLLEEN SHERMAN	CSHERMAN@KMBS.KONICAMINOLTA.US
Order Taking:	718102	COLLEEN SHERMAN	CSHERMAN@KMBS.KONICAMINOLTA.US
Servicing:	718102	COLLEEN SHERMAN	CSHERMAN@KMBS.KONICAMINOLTA.US

Contract Processed:  Windsor, CT  Branch 718 - LANSING OKEMO (Branch Name) Sales District: 71801