

Local Board Attorney Certification

I, _____, an attorney licensed to practice law in the Commonwealth of Kentucky, do hereby certify the following:

- I represent the Fayette County Board of Education ("Board of Education") and as part of my legal representation have reviewed the attached contractual agreement ("Agreement") between Board of Education and _____ "Vendor" for the lease of personal or real property with a total lease price in excess of one hundred thousand dollars (\$100,000).
- The Agreement provides that the law of the Commonwealth of Kentucky shall govern the Agreement and the rights and obligations of the parties thereto.
- The Agreement provides that any legal dispute arising out of the Agreement will be brought in the courts of the Commonwealth of Kentucky.
- The Agreement either: (1) does not contain any provision whereby Board of Education agrees to indemnify Vendor or hold Vendor harmless; or (2) specifically conditions any agreement by Board of Education to indemnify Vendor or hold Vendor harmless as only to the extent permitted by Kentucky law, including but not limited to Section 177 of the Kentucky Constitution.
- The Agreement, if the term is for more than one year, contains either: (1) an annual cancellation clause; or (2) provides that the Board of Education may cancel the Agreement if funds are not appropriated or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination.
- The Agreement complies with KRS 160.160(4), if it is for real property.
- If the lease is for real property, the Agreement term, including renewals, does not exceed forty (40) years.
- The Agreement provides for an initial term of no greater than seven years if it is for education technology. In the event the Agreement contains options for Board of Education to renew the Agreement, no term of renewal is greater than seven years.
- If the lease is for personal property, other than education technology, the Agreement term, including renewals, does not exceed the useful life of the personal property financed, determined in accordance with generally accepted accounting principles.
- The Agreement either: (1) complies with KRS Chapter 45A, the Kentucky Model Procurement Code, provisions applicable to the Board of Education; or (2) complies with KRS 424.260 and 702 KAR 3:135.
- The undersigned attorney is: (1) currently covered by a policy of professional liability insurance with minimum limits of at least \$100,000.00 per claim and \$300,000.00 aggregate for all claims during the policy term; or (2) employed by the Board of Education as in-house counsel and not otherwise engaged in the private practice of law.

Signature of Attorney: _____

Print Name: _____

Firm Name: _____

Telephone Number: _____

Email address: _____

Kentucky Bar Association Number: _____

Date: _____

Dated: November 2023

	Donnellon McCarthy	Duplicator	Konica Minolta	Marco	ProSource	Ricoh	Toshiba
Technical Proposal (60/100)	60	50	60	55	60	50	50
Cost (30/100)	25	10	30	15	25	25	20
References (10/100)	8	10	10	8	10	7	4
Total	93	70	100	78	95	82	74

CERTIFICATE OF AUTHORITY AND INCUMBENCY

By signing below, I hereby certify the following to Konica Minolta Premier Finance, its successors and assigns ("Company"):

1. I am the _____ of Fayette County Public Schools ("Customer"), a ☐ corporation ☐ limited liability company (manager-managed) ☐ limited liability company (member-managed) ☐ partnership, limited partnership, LLP or LLLP formed and existing under the laws of the state of Kentucky and am familiar with the policies and the officers and authorized agents of the Customer and am authorized to provide this Certificate of Authority and Incumbency (this "Certificate").

2. The individuals listed below, as applicable, in addition to those persons possessing apparent authority under the laws of the Customer's state formation/registration/organization (each an "Authorized Representative") are each fully authorized and empowered, acting alone and in accordance with the organizational documents and/or authorizations, resolutions or actions of the governing body of the Customer to enter into financing agreements and/or arrangements, and other documents, of whatever kind, amount or character executed by or on behalf of the undersigned in transacting business with Company as any one or more of the undersigned Authorized Representatives shall approve (each an "Agreement"):

NAME OF AUTHORIZED REPRESENTATIVE

TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE
(NOT applicable for electronic signature)

NAME OF AUTHORIZED REPRESENTATIVE	TITLE OF AUTHORIZED REPRESENTATIVE	SIGNATURE (NOT applicable for electronic signature)

Additionally, each of the Authorized Representative named herein may execute any Agreements by the use of such person's electronic signature on any such Agreement. Each of the Authorized Representative named herein (i) has authorized the use of such person's electronic signature on any Agreement, (ii) has ratified the use of such electronic signature on any Agreement executed and delivered prior to the date hereof in the name and on behalf of the Customer and to bind the Customer, and (iii) has confirmed that each such Agreement constitutes valid, legal, binding and enforceable obligations of the Customer. Company may rely on the use of any such person's electronic signature on any Agreement without undertaking any independent investigation or inquiry as to authorization by the person electronically signing any such Agreement.

3. Company may conclusively rely on the accuracy, genuineness, and good faith of any written communication whether in physical or electronic form bearing the signature (as applicable) of any Authorized Representative listed above for purposes of entering into, modifying, providing funds for and/or relying on each Agreement. Each of the Authorized Representatives is authorized to use and communicate in physical or electronic form and authorize the Company to use communications in physical and electronic form. Customer shall indemnify and hold harmless Company for any loss suffered or liability incurred by Company in reliance on this Certificate.

4. The authority conferred herein is not inconsistent or in conflict with any organizational documents or other applicable agreements or documents of Customer and is within Customer's power and authority. Resolutions evidencing the authorizations contained in this Certificate appear in the Customer's books and records.

5. Until Company receives notice in writing of any change or limitation of the authority of any Authorized Representative as designated in this Certificate, Company is authorized to rely upon the authority and power of any Authorized Representative as set forth in this Certificate. Such notice, to be effective, must be received by Company at the following address: 1111 Old Eagle School Road, Wayne, PA 19087. Such notice shall only be effective as to any Agreement entered into after Company's receipt of such notice and shall not have any effect on Agreements entered into prior to the receipt of such notice.

6. THE CUSTOMER AGREES THAT A FACSIMILE COPY OF THIS CERTIFICATE WITH FACSIMILE SIGNATURES AND/OR ELECTRONIC COPY WITH ELECTRONIC SIGNATURE(S) MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

THE PERSON SIGNING IN THE SIGNATURE BLOCK BELOW MUST BE ONE OF THE PERSONS LISTED IN THE TABLE BELOW!

Customer's Type of Entity	Person Who May Sign this Certificate
Corporation	President, Chief Executive Officer (CEO), Chief Financial Officer (CFO), Treasurer, Secretary
Limited Liability Company – manager managed	Manager, President, Chief Executive Officer (CEO), Chief Financial Officer (CFO), Treasurer, Secretary
Limited Liability Company – member managed	Member, Managing Member, President, Chief Executive Officer (CEO), Chief Financial Officer (CFO), Treasurer, Secretary
Partnership Limited Partnership, Limited Liability Partnership, or Limited Liability Limited Partnership	General Partner, Managing Partner, Partner (for Partnership only)
Individual / Sole Proprietorship	No title, Sole Owner, Sole Proprietor

IN WITNESS WHEREOF, I have hereunto signed my name as of the date set forth below:

AUTHORIZED SIGNATURE	Authorized Signature _____ (Must be a person listed above for the appropriate entity)
	Print Name _____
	Title _____
	Date _____

Consent and Notice of Assignment

BETWEEN Konica Minolta Premier Financing ("Company") AND Fayette County Public Schools ("Customer")

Company hereby notifies Customer that upon the commencement of the below referenced Agreement that Company will assign the Agreement to De Lage Landen Financial Services, Inc. ("DLL").

Agreement # 500-50879706 Date _____

From the date of this Consent and Notice of Assignment, please make checks payable to:

De Lage Landen Financial Services, Inc.
P.O. Box 825736
Philadelphia, PA 19182-5736

Enroll in direct debit by visiting www.lesseedirect.com and clicking on manage payments.



CUSTOMER: Fayette County Public Schools
Signature: _____ Date: _____
Print Name: _____
Title: _____

COMPANY: Konica Minolta Premier Financing
Signature: _____ Date: _____
Print Name: _____
Title: _____

ESSENTIAL USE QUESTIONNAIRE

Lessee Contact Name / Position: _____ Phone Number: _____

- 1) Please clarify legal name of proposed lessee? _____
- 2) Is any equipment to be leased replacing any existing equipment? (If No, proceed to question 3) ☐ Yes ☐ No
- What percentage of the equipment to be leased is replacement? _____ %
- How long was the existing equipment in use? ☐ 1-3 yrs ☐ 3-5 yrs ☐ 5+ yrs
- Why is the existing equipment being replaced? _____
- 3) For what purpose is the equipment being acquired? (Provide detail as to which department(s) and the expected use of the equipment)
- _____
- _____
- 4) Was the equipment/lease placed for competitive bid? ☐ Yes ☐ No
- If No, why was a bid not required?
- ☐ Covered under state contract (Contract name and # _____)
- ☐ Size of transaction does not require competitive bid (What documentation _____)
- ☐ Transaction exempt from bidding process pursuant to current statutes (statute # _____)
- (Please attach copy of statute if available)
- ☐ Other _____
- 5) What is the source of funds for repayment of this obligation?
- ☐ Local Property Taxes
- ☐ State Unrestricted Revenues
- ☐ Federal Financial Assistance
- ☐ Chapter I ☐ Chapter II ☐ Other _____
- ☐ Other _____
- 6) Are the funds to be used for repayment of this obligation appropriated and encumbered in an approved budget? ☐ Yes ☐ No
- If No, why is the obligation not included in an approved budget? _____
- _____
- 7) Why do you expect funds to continue to be appropriated in the future for repayment of this obligation? _____
- _____
- _____
- To the best of your knowledge, have you ever non-appropriated funds in the past? ☐ Yes ☐ No
- If Yes, please provide details _____
- _____
- 8) What is required on the Invoice for prompt payment? _____

Completed By: 

Signature: _____ Date: _____

Print Name: _____ Phone: _____



KONICA MINOLTA

DELIVERY AND ACCEPTANCE CERTIFICATE

DELIVERY AND ACCEPTANCE CERTIFICATE TO Application Number 500-50879706
between Konica Minolta Premier Finance, and Fayette County Public Schools (Customer)

Customer hereby certifies that all equipment described in the Agreement and on any attached Schedule thereto ("Equipment") has been delivered, installed, inspected, and tested and Customer irrevocably and unconditionally accepts the Equipment for all purposes under the terms, conditions and promises of the Agreement.

CH
ag

Customer

Signature

SO

Title

Date of Acceptance

Date of Installation

Commencement Date _____, 20__



KONICA MINOLTA

June 17, 2026

FAYETTE COUNTY PUBLIC SCHOOLS
450 PARK PLACE
LEXINGTON, KY 40505-3412

RE: Fayette County Public Schools – 500-50879706 Konica Minolta Premier Finance Lease

To Whom it May Concern:

It is our intention to commence the above lease agreement, after all the equipment has been delivered, installed and verified by Us on January 4, 2027.

In addition, we must have received all required documentation for the lease as required by the risk and underwriting team.

Sincerely,

Amy Houck

Amy Houck
Structured Finance Account Manager

For office use only (Check one): ☐ Branch ☐ Windsor**Premier Advantage Agreement**

APPLICATION NUMBER

AGREEMENT NUMBER
500-50879706**KONICA MINOLTA**

This Premier Advantage 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

Fayette County Public Schools

STREET ADDRESS

450 Park Place

CITY

Lexington

STATE

KY

ZIP

40511

PHONE*

859-422-4100

FAX

BILLING NAME (IF DIFFERENT FROM ABOVE)

BILLING STREET ADDRESS

CITY

STATE

ZIP

E-MAIL

fcps.accountspayable@fayette.kyschools.us

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

See Attached Schedule A

*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, pre-recorded 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 ONE GUARANTEE

The Konica Minolta equipment leased in this Agreement is covered under Konica Minolta's Customer One Guarantee. A copy of the Guarantee can be obtained at your local branch or <http://kmbs.konicaminolta.us/CustomerOne>



Make/Model/Accessories (including Software Description and Supplier / Licensor if applicable) **Asset Invoice Information** **Serial Number** **Start Meter Read(s)**

See Attached Schedule A

☐ See attached 'Schedule A' for additional Equipment / Accessories / Software**TERM AND PAYMENT SCHEDULE**

TERM IN MONTHS

60

of payments

60

Payment Frequency

☐ Quarterly ☒ MonthlyPayment Amount
(plus applicable taxes)

\$ 27,153.81

Advance Payment
(plus applicable taxes)

\$ 0.00

Payment includes Unlimited B&W pages per monthOverages billed 0.00 at \$ 0.00 per B&W pagePayment includes Unlimited Color pages per monthOverages billed 0.00 at \$ 0.00 per Color page☐ See attached Pool Billing Schedule

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

LESSOR

AUTHORIZED SIGNER

TITLE

DATED

CUSTOMER ACCEPTANCE

Fayette County Public Schools

FULL LEGAL NAME OF CUSTOMER (as referenced above)

AUTHORIZED SIGNER

DATED

B236

FEDERAL TAX I.D. #

PRINT NAME

TITLE

CONTINUING GUARANTEE

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 guarantee, you expressly consent to the jurisdiction of the court set out in paragraph 14 and agree to pay all costs, including attorney's fees incurred in enforcement of this guarantee. It is not necessary for us to proceed first against you before enforcing this guarantee. By signing this guarantee, you authorize us to obtain credit bureau reports for credit and collection purposes.

X

PRINT NAME OF GUARANTOR

SIGNATURE (NO TITLES)

DATED

To help the Government 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 is, when you open an account, we will ask for your name, address and other information that will allow us to identify you; we may also ask to see identifying documents.

See reverse side for additional terms and conditions

KMPF0005 - US 09/22/22

1. LEASE AGREEMENT: You agree to lease from us the personal property described under "MAKE/MODEL/ACCESSORIES" and as modified by supplements to this Agreement from time to time signed by you and us (such property and any upgrades, substitutions, replacements, repairs and additions referred to as "Equipment") for business purposes only. In the event that the Equipment you selected is unavailable or cannot be supplied by the Supplier, you agree that we can substitute or upgrade your selection to equipment of equal or greater quality, function, and value, as determined by Supplier in its sole discretion, at no additional cost to you, and you agree to accept such substitution or upgrade upon delivery. To the extent the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights, such property shall be referred to as the "Software". You agree to all of the terms and conditions contained in this Agreement and any Schedule, which together are a complete statement of our Agreement regarding the leased equipment ("Agreement") and supersedes all other writings, communications, understandings, agreements, any purchase order and any solicitation documents and related documents. This Agreement may be modified only by written Agreement and not by course of performance. This Agreement becomes valid upon execution by or for us. The Equipment is deemed accepted by you under this Agreement unless you notify us within three (3) days of delivery that you do not accept the Equipment and specify the defect or malfunction. In that event, at our sole option, we or our designee will replace the defective item of Equipment or this Agreement will be canceled and we or our designee will repossess the Equipment. You agree that, upon our request, you will sign and deliver to us, a delivery and acceptance certificate confirming your acceptance of the Equipment leased to you. The "Billing Date" of this Agreement will be the twentieth (20th) day or an alternative agreed upon date following installation. You agree to pay a prorated amount of 1/30th of the monthly payment times the number of days between the installation date and the Billing Date. This Agreement will continue from the Term shown and will be extended automatically for successive one (1) month terms unless you (a) send us written notice, between ninety (90) days and one hundred fifty (150) days before the end of the initial term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. Leases with \$1.00 purchase options will not be renewed. The periodic renewal payment has been set by mutual agreement and is not based on the cost of any component of this lease. THE BASE RENTAL PAYMENT SHALL BE ADJUSTED PROPORTIONATELY UPWARD OR DOWNWARD, IF THE ACTUAL COST OF THE EQUIPMENT EXCEEDS OR IS LESS THAN THE ESTIMATE PROVIDED TO LESSEE. 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 authorize us to insert or correct missing information on this lease including your proper legal name, serial numbers, other numbers describing the Equipment and other omitted factual matters. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our agent to obtain credit reports and make credit inquiries regarding you and 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 proprietorships), direct debit or wires 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 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"x11" = 1 click, 11"x17" = 2 clicks, 18"x27" = 3 clicks, 27"x38" = 4 clicks and 38"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 refurbished items. Emergency service calls will be performed at no extra charge during normal business hours (defined as 8:30am 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 casualty 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 Freight Fee to cover our costs of shipping supplies to you. You acknowledge that (a) the Supplier (and not Lessor or its assignees) is the sole party responsible for any service, repair or maintenance of the Equipment and (b) 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 with respect to the Equipment will bind us, nor will any breach thereof relieve you of any of your obligations hereunder. You are aware of the name of the manufacturer or supplier of each item of Equipment and you will contact the manufacturer or supplier for a description of your warranty rights. You hereby acknowledge and confirm that you have 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 obligation of Supplier to you, that no assignee of the Lessor shall have any obligation to you with respect to the Guarantee and that your obligations under this Agreement are not subject to self-off, 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 self-off 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 insured; and (3) deliver satisfactory evidence of such coverage with carriers, policy forms and amounts 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 claims 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 cease 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 tax, 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 assignees will independently verify 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: (i) instruct Supplier to withhold service, parts and supplies and /or void the Customer One Guarantee; (ii) terminate or cancel this Agreement and require that you pay, **AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT 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 all remaining Monthly Payments (or other periodic payments) and charges, discounted at the rate of four percent (4%) per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the present value (at 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 thereof); and (c) require you to return the Equipment to us to a location designated by us (and with respect to any Software, (i) immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (ii) demand the immediate return and obtain possession of the Software and re-lease the Software at a public or private sale; and/or (iii) cause the Software supplier to terminate the Software license, support and other services under the Software license). We may recover interest on any unpaid balance at the rate of four percent (4%) per annum but in no event more than the lawful maximum rate. We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code as enacted in the State of Lessor or its Assignee or any other law. You agree to pay our reasonable costs of collection and enforcement, including but not limited to attorney's fees and actual court costs relating to any claim arising under this Agreement including, but not limited to, any legal action or referral for collection. If we have to take possession of the Equipment, you agree to pay the cost of repossession. The net proceeds of the sale of any repossessed Equipment will be credited against what you owe us. **YOU AGREE THAT NEITHER WE NOR SUPPLIER WILL BE RESPONSIBLE FOR ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY REASON WHATSOEVER.** In no event shall Supplier's aggregate liability under this Agreement exceed the amount you paid for the products or services in question during the twelve-month period immediately preceding the event giving rise to the liability. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. All of our rights are cumulative. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive lessee's rights under Article 2A (508-522) of the UCC.

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. If the Customer shall bring any judicial proceeding in relation to any matter arising under the Agreement, the Customer irrevocably agrees to bring any such proceeding in, and that any such matter shall be adjudged or determined exclusively by, the courts in the state of the Supplier's, Lessor's or Assignee's principal place of business. In the event of litigation or other proceedings by Supplier, Lessor or Assignee to enforce or defend in, and that any such matter shall be adjudged or determined exclusively by, the courts in the state of the Supplier's, Lessor's or Assignee's principal place of business. In the event of litigation or other proceedings by Supplier, Lessor or Assignee to enforce or defend in, and that any such matter shall be adjudged or determined exclusively by, the courts in the state of the Supplier's, Lessor's or Assignee's principal place of business. **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 chattel 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 fifteen 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: Notwithstanding 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 OTHERWISE IN REGARDS TO SUCH SOFTWARE. CUSTOMER'S LEASE PAYMENTS 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.**

[illegible]

FISCAL FUNDING ADDENDUM

CUSTOMER	Full Legal Name <u>Fayette County Public Schools</u>	DBA Name (If Any) _____
	Billing Address <u>450 Park Place</u>	Phone Number _____
	City <u>Lexington</u> County <u>Fayette</u> State <u>KY</u>	Zip Code <u>40511</u>
	Agreement Number <u>500-50879706</u>	Agreement Date _____

Customer warrants that it has funds available to pay all rents (the "Payments") payable under the above identified Agreement until the end of Customer's current appropriation period. If Customer's legislative body or other funding authority does not appropriate funds for Payments for any subsequent appropriation period and Customer does not otherwise have funds available to lawfully pay the Payments (a "Non-Appropriation Event"), Customer may, subject to the conditions herein and upon prior written notice to Company (the "Non-Appropriation Notice"), effective sixty (60) days after the later of Company's receipt of same or the end of the Customer's current appropriation period (the "Non-Appropriation Date"), terminate the Agreement and be released of its obligation to make all Payments due Company coming due after the Non-Appropriation Date. As a condition to exercising its rights under this Addendum, Customer shall (1) provide in the Non-Appropriation Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (2) deliver to Company an opinion of Customer's counsel (addressed to Company) verifying that the Non-Appropriation Event as set forth in the Non-Appropriation Notice has occurred, (3) return the equipment/system subject to the Agreement (the "Equipment/System") on or before the Non-Appropriation Date to Company or a location designated by Company, in the condition required by, and in accordance with the return provisions of the Agreement and at Customer's expense, and (4) pay Company all sums payable to Company under the Agreement up to the Non-Appropriation Date.

In the event of any Non-Appropriation Event, Company shall retain all sums paid hereunder or under the Agreement by Customer, including the Security Deposit (if any) specified in the Agreement.

Customer further represents, warrants and covenants for the benefit of Company that:

- (a) Customer is a municipal corporation and political subdivision duly organized and existing under the constitution and laws of the State.
- (b) Customer is authorized under the constitution and laws of the State, and has been duly authorized to enter into the Agreement and the transaction contemplated hereby and to perform all of its obligations thereunder.
- (c) The Agreement constitutes the legal, valid and binding obligation of Customer enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.
- (d) Customer has complied with such public bidding requirements as may be applicable to the Agreement.
- (e) The Equipment/System described in the Agreement is essential to the function of Customer or to the service Customer provides to its citizens. Customer has an immediate need for, and expects to make immediate use of, substantially all the Equipment/System, which need is not temporary or expected to diminish in the foreseeable future.
- (f) Customer has never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease, lease purchase, installment sale or other similar agreement.

CUSTOMER AGREES THAT A FACSIMILE COPY OR OTHER ELECTRONIC TRANSMISSION OF THIS DOCUMENT WITH FACSIMILE AND/OR ELECTRONIC SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

CUSTOMER SIGNATURE	Signature X _____ (MUST BE SIGNED BY AUTHORIZED REPRESENTATIVE OR OFFICER OF GOVERNMENT ENTITY)
	Print Name _____
	Title _____ Date _____
	Name of Government Entity _____

ACCEPTED BY COMPANY	Signature X _____
	Print Name _____
	Title _____ Date _____
	Name of Corporation or Partnership _____

OPINION OF COUNSEL LETTER

Konica Minolta Premier Financing
1111 Old Eagle School Road
Wayne, PA 19087

Date: _____

Gentlemen/Ladies:

Reference is made to the Agreement between Konica Minolta Premier Financing (herein called "Company"), and Fayette County Public Schools (herein called "Customer") for the lease or rental of see attached Schedule A (equipment description). Unless otherwise defined herein, terms which are defined or defined by reference in the Agreement or any exhibit or schedule thereto shall have the same meaning when used herein as such terms have therein.

The undersigned is Counsel for the Customer in connection with the negotiation, execution and delivery of the Agreement, and as such I am able to render a legal opinion as follows:

1. The Customer is a public body corporate and politic of the State of Kentucky and is authorized by the Constitution and laws of the State of Kentucky to enter into the transactions contemplated by the Agreement and to carry out its obligations thereunder.
2. The Agreement set forth above has been duly authorized, executed and delivered by the Customer and constitutes a valid, legal and binding agreement enforceable in accordance with its terms.
3. No further approval, consent or withholding of objections is required from any federal, state or local governmental authority with respect to the entering into or performance by the Customer of the Agreement and the transactions contemplated thereby.
4. The entering into and performance of the Agreement and the other related documents will not violate any judgment, order, law or regulation applicable to the Customer or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Customer or the equipment pursuant to any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument by which the Customer is a party or by which it or its assets may be bound.
5. There are no actions, suits or proceedings pending or, to the knowledge of the Customer, threatened against or affecting the Customer in any court or before and governmental commission, board or authority, which, if adversely determined, will have a material adverse effect on the ability of the Customer to perform its obligations under the Agreement.
6. The equipment is personal property and, when subject to use by the Customer, will not be or become fixtures under the laws of the State of Kentucky.
7. All required public bidding procedures regarding the award of the Agreement have been followed by the Customer.
8. Except as provided in the Agreement, Customer has no authority (statutory or otherwise) to terminate the Agreement prior to the end of its term for any reason other than non-appropriation of funds to pay the Payments for any fiscal period during the term of the Agreement.

YOU AGREE THAT A FACSIMILE COPY OR OTHER ELECTRONIC TRANSMISSION OF THIS DOCUMENT WITH FACSIMILE AND/OR ELECTRONIC SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

Very truly yours,



BY: _____

PRINT NAME: _____

TITLE: _____

Premier Advantage Agreement Addendum

This Premier Advantage Agreement Addendum ("Addendum") is made part of and amends that certain Premier Advantage Agreement dated as of _____, 2026 ("Agreement") by and between Konica Minolta Premier Finance ("Lessor") and Fayette County Public Schools ("Customer"). Unless otherwise defined herein, capitalized terms shall have the definition set forth in the Agreement.

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound and pursuant to the terms and conditions of the Agreement, it is hereby agreed as follows:

1. Guarantors. Wherever there is a reference to guarantors in the Agreement, such reference shall be deleted and shall be null and void.

2. Indemnity. Section 9 of the Agreement, entitled "INDEMNITY," is hereby revised as follows: The second sentence is revised to read:

"To the extent allowed by Kentucky law, 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."

3. Consent to Law, Jurisdiction, and Venue. Section 14 of the Agreement, entitled "CONSENT TO LAW, JURISDICTION, AND VENUE," is hereby revised in its entirety as follows:

"The terms of this Agreement shall be interpreted under Kentucky law. Venue for any claims arising out of this Agreement shall be a court of competent jurisdiction within the Commonwealth of Kentucky. BOTH PARTIES AGREE TO WAIVE ANY RIGHT TO TRIAL BY JURY."

4. Overages and Cost Adjustments. Section 16 of the Agreement, entitled "OVERAGES AND COST ADJUSTMENTS," is deleted in its entirety and is replaced with "[Intentionally Omitted]."

5. Early Termination. The following is added as a new Section 8 to the Agreement:

"8. **EARLY TERMINATION:** Except in the case of a non-appropriation event governed by the Fiscal Funding Addendum (the "Fiscal Funding Addendum"), you may terminate the Agreement in whole or in part for any reason upon written notice to Lessor. Upon such termination, you shall pay cancellation fees equal to the remaining stream of unpaid payments for such terminated Equipment, plus any open, unpaid items currently due under the Agreement; *provided, however,* that such cancellation fees shall exclude any maintenance or service component of those payments and shall be limited solely to the equipment lease payment portion thereof.

It is expressly agreed by the parties that this Addendum is supplemental to the Agreement which is by reference made part hereof and all the terms and conditions and provisions thereof, unless specifically modified herein, are to apply to this Addendum and are made part of this Addendum as though they were expressly rewritten. In the event of any conflict, inconsistency or incongruity between the provisions of this Addendum and any of the provisions of the Agreement, the provisions of this Addendum shall in all respects govern and control.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be duly executed by their authorized representatives as of the date first above written.

Fayette County Public Schools

Konica Minolta Premier Finance

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

OK
by

SR



KONICA MINOLTA

Fayette County Public Schools

Fayette County Public Schools - Schedule A - Configurations (Lease Contract #1) - H.S, M.S, Facilities, John Price

QTY	MODEL	B/W CLR	PART NUMBER	DESCRIPTION				
11	301i	B/W	ADWX013	bizhub 301i PRINTER W/ DF-714				
			7670525506	MFP DELIVERY CHARGE - LEVEL ONE				
			7640018093	BASIC NETWORK SERVICE - BNS03				
			135700	DK-516 COPY DESK				
			AAR4WY1	FS-539 50-SHEET STAPLE FINISHER				
			A87JWY5	RELAY UNIT RU-513				
			R5427011136466GEN2	AU-205HGEN2 SQ-2020-94643				
			A4NMWY1	MK-735 IC CARD MOUNT KIT				
			W225015120	PWRFILTER W INRUSH PROTECT 120V/15A				
			PAPERCUT	Papercut- M&S 5 Years				
27	301i (A)	B/W	ADWX013	bizhub 301i PRINTER W/ DF-714				
			7670525506	MFP DELIVERY CHARGE - LEVEL ONE				
			7640018093	BASIC NETWORK SERVICE - BNS03				
			AAV5016	PC-417 PAPER FEED CASSETTE (2500-SHEET)				
			AAR4WY1	FS-539 50-SHEET STAPLE FINISHER				
			A87JWY5	RELAY UNIT RU-513				
			R5427011136466GEN2	AU-205HGEN2 SQ-2020-94643				
			A4NMWY1	MK-735 IC CARD MOUNT KIT				
			W225015120	PWRFILTER W INRUSH PROTECT 120V/15A				
			PAPERCUT	Papercut- M&S 5 Years				
4	C301i	COLOR	ADXX013	bizhub C301i CLR PRINTER W/ DF-714				
			7670525506	MFP DELIVERY CHARGE - LEVEL ONE				
			7640018094	BASIC NETWORK SERVICE - BNS04				
			135700	DK-516 COPY DESK				
			AAR4WY1	FS-539 50-SHEET STAPLE FINISHER				
			A87JWY5	RELAY UNIT RU-513				
			R5427011136466GEN2	AU-205HGEN2 SQ-2020-94643				
			A4NMWY1	MK-735 IC CARD MOUNT KIT				
			W225015120	PWRFILTER W INRUSH PROTECT 120V/15A				
			PAPERCUT	Papercut- M&S 5 Years				

27	C301i (A)	COLOR	AD XK013	bizhub C301i CLR PRINTER W/ DF-714				
			7670525506	MFP DELIVERY CHARGE - LEVEL ONE				
			7640018094	BASIC NETWORK SERVICE - BNS04				
			AAV5016	PC-417 PAPER FEED CASSETTE (2500-SHEET)				
			AAR4WY1	FS-539 50-SHEET STAPLE FINISHER				
			A87JWY5	RELAY UNIT RU-513				
			R5427011136466GEN2	AU-205HGEN2 SQ-2020-94643				
			A4NMWY1	MK-735 IC CARD MOUNT KIT				
			W225015120	PWRFILTER W INRUSH PROTECT 120V/15A				
			PAPERCUT	Papercut- M&S 5 Years				
14	451i	B/W	ADXT011	bizhub 451i PRINTER W/ DF-714				
			7670525507	MFP DELIVERY CHARGE - LEVEL TWO				
			7640018093	BASIC NETWORK SERVICE - BNS03				
			AAV5016	PC-417 PAPER FEED CASSETTE (2500-SHEET)				
			A87JWY5	RELAY UNIT RU-513				
			AAR4WY1	FS-539 50-SHEET STAPLE FINISHER				
			R5427011136466GEN2	AU-205HGEN2 SQ-2020-94643				
			A4NMWY1	MK-735 IC CARD MOUNT KIT				
			W225015120	PWRFILTER W INRUSH PROTECT 120V/15A				
			PAPERCUT	Papercut- M&S 5 Years				
7	C451i	COLOR	AD XG011	bizhub C451i CLR PRINTER W/ DF-713				
			7670525507	MFP DELIVERY CHARGE - LEVEL TWO				
			7640018093	BASIC NETWORK SERVICE - BNS03				
			AAV5016	PC-417 PAPER FEED CASSETTE (2500-SHEET)				
			A87JWY5	RELAY UNIT RU-513				
			AAR4WY1	FS-539 50-SHEET STAPLE FINISHER				
			R5427011136466GEN2	AU-205HGEN2 SQ-2020-94643				
			A4NMWY1	MK-735 IC CARD MOUNT KIT				
			W225015120	PWRFILTER W INRUSH PROTECT 120V/15A				
			PAPERCUT	Papercut- M&S 5 Years				
3	C551i	COLOR	ADXF011	bizhub C551i CLR PRINTER W/ DF-713				
			7670525507	MFP DELIVERY CHARGE - LEVEL TWO				
			7640018094	BASIC NETWORK SERVICE - BNS04				
			AAV5016	PC-417 PAPER FEED CASSETTE (2500-SHEET)				
			A87JWY5	RELAY UNIT RU-513				
			AAR4WY1	FS-539 50-SHEET STAPLE FINISHER				
			R5427011136466GEN2	AU-205HGEN2 SQ-2020-94643				
			A4NMWY1	MK-735 IC CARD MOUNT KIT				
			W225015120	PWRFILTER W INRUSH PROTECT 120V/15A				
			PAPERCUT	Papercut- M&S 5 Years				
26	651i	B/W	ADXP011	bizhub 651i PRINTER W/ DF-714				
			7670525507	MFP DELIVERY CHARGE - LEVEL TWO				

			7640018094	BASIC NETWORK SERVICE - BNS04				
			AAV5016	PC-417 PAPER FEED CASSETTE (2500-SHEET)				
			AAR4WY1	FS-539 50-SHEET STAPLE FINISHER				
			A87JWY5	RELAY UNIT RU-513				
			R5427011136466GEN2	AU-205HGEN2 SQ-2020-94643				
			A4NMWY1	MK-735 IC CARD MOUNT KIT				
			W225015120	PWRFILTER W INRUSH PROTECT 120V/15A				
			PAPERCUT	Papercut- M&S 5 Years				
3	C651I	COLOR	ADXE011	bizhub C651I CLR PRNTER W/ DF-713				
			7670525507	MFP DELIVERY CHARGE - LEVEL TWO				
			7640018094	BASIC NETWORK SERVICE - BNS04				
			AAV5016	PC-417 PAPER FEED CASSETTE (2500-SHEET)				
			AAR4WY1	FS-539 50-SHEET STAPLE FINISHER				
			A87JWY5	RELAY UNIT RU-513				
			R5427011136466GEN2	AU-205HGEN2 SQ-2020-94643				
			A4NMWY1	MK-735 IC CARD MOUNT KIT				
			W225015120	PWRFILTER W INRUSH PROTECT 120V/15A				
			PAPERCUT	Papercut- M&S 5 Years				
			ADXN011	bizhub 751I PRINTER W/ DF-713				
24	751I	B/W	7670525508	MFP DELIVERY CHARGE - LEVEL THREE				
			7640018095	BASIC NETWORK SERVICE - BNS05				
			AAR4WY1	FS-539 50-SHEET STAPLE FINISHER				
			ACU6WY1	RU-519 Relay Unit				
			R5427011136466GEN2	AU-205HGEN2 SQ-2020-94643				
			A4NMWY1	MK-735 IC CARD MOUNT KIT				
			XGPCS20D	*120V / 20AMP POWER PROTECTION DEVICE				
			PAPERCUT	Papercut- M&S 5 Years				
9	850I	B/W	ACVW015	BIZHUB 850I				
			7670525508	MFP DELIVERY CHARGE - LEVEL THREE				
			7640018095	BASIC NETWORK SERVICE - BNS05				
			AAR4WY1	FS-539 50-SHEET STAPLE FINISHER				
			A87KWY1	RU-515 RELAY UNIT				
			R5427011136466GEN2	AU-205HGEN2 SQ-2020-94643				
			A4NMWY1	MK-735 IC CARD MOUNT KIT				
			XGPCS20D	*120V / 20AMP POWER PROTECTION DEVICE				
			PAPERCUT	Papercut- M&S 5 Years				
7	4051I	B/W	ACT9017	BIZHUB 4051I				
			7670525506	MFP DELIVERY CHARGE - LEVEL ONE				
			7640018092	BASIC NETWORK SERVICE - BNS02				
			AAJUW14	PF-P28 500-SHEET PAPER TRAY				
			AAJUW14	PF-P28 500-SHEET PAPER TRAY				
			135900	DK-P05 COPY DESK				
			R5427011136466GEN2	AU-205HGEN2 SQ-2020-94643				

			ACCKWY1	MK-P08 MOUNT KIT			
			W225015120	PWRFILTER W INRUSH PROTECT 120V/15A			
			PAPERCUT	Papercut- M&S 5 Years			
2	C4051i	COLOR	AAJN017	BIZHUB C4051i			
			7670525506	MFP DELIVERY CHARGE - LEVEL ONE			
			7640018092	BASIC NETWORK SERVICE - BNS02			
			AAJUW14	PF-P28 500-SHEET PAPER TRAY			
			AAJUW14	PF-P28 500-SHEET PAPER TRAY			
			135900	DK-P05 COPY DESK			
			R5427011136466GEN2	AU-205HGEN2 SQ-2020-94643			
			ACCKWY1	MK-P08 MOUNT KIT			
			W225015120	PWRFILTER W INRUSH PROTECT 120V/15A			
			PAPERCUT	Papercut- M&S 5 Years			
				TOTAL MONTHLY PAYMENT	\$27,153.81		
				<i>(Includes all hardware, service and supplies)</i>			
				<i>(Excludes paper)</i>			



Signature: _____	
X _____	
Name _____	Date _____
Title _____	
Fayette County Public Schools 450 Park Place Lexington, KY 40511	

CERTIFICATE OF AUTHORITY AND INCUMBENCY

By signing below, I hereby certify the following to Konica Minolta Premier Finance, its successors and assigns ("Company"):

1. I am the _____ of Fayette County Public Schools ("Customer"), a ☐ corporation ☐ limited liability company (manager-managed) ☐ limited liability company (member-managed) ☐ partnership, limited partnership, LLP or LLLP formed and existing under the laws of the state of Kentucky and am familiar with the policies and the officers and authorized agents of the Customer and am authorized to provide this Certificate of Authority and Incumbency (this "Certificate").

2. The individuals listed below, as applicable, in addition to those persons possessing apparent authority under the laws of the Customer's state formation/registration/organization (each an "Authorized Representative") are each fully authorized and empowered, acting alone and in accordance with the organizational documents and/or authorizations, resolutions or actions of the governing body of the Customer to enter into financing agreements and/or arrangements, and other documents, of whatever kind, amount or character executed by or on behalf of the undersigned in transacting business with Company as any one or more of the undersigned Authorized Representatives shall approve (each an "Agreement"):

NAME OF AUTHORIZED REPRESENTATIVE

TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE
(NOT applicable for electronic signature)

NAME OF AUTHORIZED REPRESENTATIVE	TITLE OF AUTHORIZED REPRESENTATIVE	SIGNATURE (NOT applicable for electronic signature)

Additionally, each of the Authorized Representative named herein may execute any Agreements by the use of such person's electronic signature on any such Agreement. Each of the Authorized Representative named herein (i) has authorized the use of such person's electronic signature on any Agreement, (ii) has ratified the use of such electronic signature on any Agreement executed and delivered prior to the date hereof in the name and on behalf of the Customer and to bind the Customer, and (iii) has confirmed that each such Agreement constitutes valid, legal, binding and enforceable obligations of the Customer. Company may rely on the use of any such person's electronic signature on any Agreement without undertaking any independent investigation or inquiry as to authorization by the person electronically signing any such Agreement.

3. Company may conclusively rely on the accuracy, genuineness, and good faith of any written communication whether in physical or electronic form bearing the signature (as applicable) of any Authorized Representative listed above for purposes of entering into, modifying, providing funds for and/or relying on each Agreement. Each of the Authorized Representatives is authorized to use and communicate in physical or electronic form and authorize the Company to use communications in physical and electronic form. Customer shall indemnify and hold harmless Company for any loss suffered or liability incurred by Company in reliance on this Certificate.

4. The authority conferred herein is not inconsistent or in conflict with any organizational documents or other applicable agreements or documents of Customer and is within Customer's power and authority. Resolutions evidencing the authorizations contained in this Certificate appear in the Customer's books and records.

5. Until Company receives notice in writing of any change or limitation of the authority of any Authorized Representative as designated in this Certificate, Company is authorized to rely upon the authority and power of any Authorized Representative as set forth in this Certificate. Such notice, to be effective, must be received by Company at the following address: 1111 Old Eagle School Road, Wayne, PA 19087. Such notice shall only be effective as to any Agreement entered into after Company's receipt of such notice and shall not have any effect on Agreements entered into prior to the receipt of such notice.

6. THE CUSTOMER AGREES THAT A FACSIMILE COPY OF THIS CERTIFICATE WITH FACSIMILE SIGNATURES AND/OR ELECTRONIC COPY WITH ELECTRONIC SIGNATURE(S) MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

THE PERSON SIGNING IN THE SIGNATURE BLOCK BELOW MUST BE ONE OF THE PERSONS LISTED IN THE TABLE BELOW!

Customer's Type of Entity	Person Who May Sign this Certificate
Corporation	President, Chief Executive Officer (CEO), Chief Financial Officer (CFO), Treasurer, Secretary
Limited Liability Company – manager managed	Manager, President, Chief Executive Officer (CEO), Chief Financial Officer (CFO), Treasurer, Secretary
Limited Liability Company – member managed	Member, Managing Member, President, Chief Executive Officer (CEO), Chief Financial Officer (CFO), Treasurer, Secretary
Partnership Limited Partnership, Limited Liability Partnership, or Limited Liability Partnership	General Partner, Managing Partner, Partner (for Partnership only)
Individual / Sole Proprietorship	No title, Sole Owner, Sole Proprietor

IN WITNESS WHEREOF, I have hereunto signed my name as of the date set forth below:

AUTHORIZED SIGNATURE	Authorized Signature _____ (Must be a person listed above for the appropriate entity)
	Print Name _____
	Title _____
	Date _____

Consent and Notice of Assignment

BETWEEN Konica Minolta Premier Financing ("Company") AND Fayette County Public Schools ("Customer")

Company hereby notifies Customer that upon the commencement of the below referenced Agreement that Company will assign the Agreement to De Lage Landen Financial Services, Inc. ("DLL").

Agreement # 500-50872520 Date _____

From the date of this Consent and Notice of Assignment, please make checks payable to:

De Lage Landen Financial Services, Inc.
P.O. Box 825736
Philadelphia, PA 19182-5736

Enroll in direct debit by visiting www.lesseedirect.com and clicking on manage payments.



CUSTOMER: Fayette County Public Schools
Signature: _____ Date: _____
Print Name: _____
Title: _____

COMPANY: Konica Minolta Premier Financing
Signature: _____ Date: _____
Print Name: _____
Title: _____

ESSENTIAL USE QUESTIONNAIRE

Lessee Contact Name / Position: _____ Phone Number: _____

- 1) Please clarify legal name of proposed lessee? _____
- 2) Is any equipment to be leased replacing any existing equipment? (If No, proceed to question 3) ☐ Yes ☐ No
- What percentage of the equipment to be leased is replacement? _____ %
- How long was the existing equipment in use? ☐ 1-3 yrs ☐ 3-5 yrs ☐ 5+ yrs
- Why is the existing equipment being replaced? _____
- 3) For what purpose is the equipment being acquired? (Provide detail as to which department(s) and the expected use of the equipment)
- _____
- _____
- 4) Was the equipment/lease placed for competitive bid? ☐ Yes ☐ No
- If No, why was a bid not required?
- ☐ Covered under state contract (Contract name and # _____)
- ☐ Size of transaction does not require competitive bid (What documentation _____)
- ☐ Transaction exempt from bidding process pursuant to current statutes (statute # _____)
- (Please attach copy of statute if available)
- ☐ Other _____
- 5) What is the source of funds for repayment of this obligation?
- ☐ Local Property Taxes
- ☐ State Unrestricted Revenues
- ☐ Federal Financial Assistance
- ☐ Chapter I ☐ Chapter II ☐ Other _____
- ☐ Other _____
- 6) Are the funds to be used for repayment of this obligation appropriated and encumbered in an approved budget? ☐ Yes ☐ No
- If No, why is the obligation not included in an approved budget? _____
- _____
- 7) Why do you expect funds to continue to be appropriated in the future for repayment of this obligation? _____
- _____
- _____
- To the best of your knowledge, have you ever non-appropriated funds in the past? ☐ Yes ☐ No
- If Yes, please provide details _____
- _____
- 8) What is required on the Invoice for prompt payment? _____

Completed By: _____

Signature: _____ Date: _____

Print Name: _____ Phone: _____



KONICA MINOLTA

DELIVERY AND ACCEPTANCE CERTIFICATE

DELIVERY AND ACCEPTANCE CERTIFICATE TO Application Number 500-50872520
between Konica Minolta Premier Finance, and Fayette County Public Schools. (Customer)

Customer hereby certifies that all equipment described in the Agreement and on any attached Schedule thereto ("Equipment") has been delivered, installed, inspected, and tested and Customer irrevocably and unconditionally accepts the Equipment for all purposes under the terms, conditions and promises of the Agreement.



Customer



Signature

Title

Date of Acceptance

Date of Installation

Commencement Date _____, 20__



June 17, 2026

FAYETTE COUNTY PUBLIC SCHOOLS
450 PARK PLACE
LEXINGTON, KY 40505-3412

RE: Fayette County Public Schools – 500-50872520 Konica Minolta Premier Finance Lease

To Whom it May Concern:

It is our intention to commence the above lease agreement, after all the equipment has been delivered, installed and verified by Us on January 4, 2027.

In addition, we must have received all required documentation for the lease as required by the risk and underwriting team.

Sincerely,

Amy Houck

Amy Houck
Structured Finance Account Manager

For office use only (Check one): ☐ Branch ☐ Windsor**Premier Advantage Agreement**

APPLICATION NUMBER

AGREEMENT NUMBER
500-50872520**KONICA MINOLTA**

This Premier Advantage 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

Fayette County Public Schools

STREET ADDRESS

450 Park Place

CITY

Lexington

STATE

KY

ZIP

40511

PHONE*

859-422-4100

FAX

BILLING NAME (IF DIFFERENT FROM ABOVE)

BILLING STREET ADDRESS

CITY

STATE

ZIP

E-MAIL

fcps.accountspayable@fayette.kyschools.us

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

See Attached Schedule A

*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, pre-recorded 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 ONE GUARANTEE

The Konica Minolta equipment leased in this Agreement is covered under Konica Minolta's Customer One Guarantee. A copy of the Guarantee can be obtained at your local branch or <http://kmbs.konicaminolta.us/CustomerOne>



Make/Model/Accessories (including Software Description and Supplier / Licensor if applicable) **Asset Invoice Information** **Serial Number** **Start Meter Read(s)**

See Attached Schedule A

☐ See attached 'Schedule A' for additional Equipment / Accessories / Software**TERM AND PAYMENT SCHEDULE**

TERM IN MONTHS	# of payments	Payment Frequency	Payment Amount (plus applicable taxes)	Advance Payment (plus applicable taxes)
60	60	☐ Quarterly ☒ Monthly	\$ 25,698.48	\$ 0.00
Payment includes <u>Unlimited</u> B&W pages per month			Overages billed <u>0.00</u> at \$ <u>0.00</u> per B&W page	
Payment includes <u>Unlimited</u> Color pages per month			Overages billed <u>0.00</u> at \$ <u>0.00</u> per Color page	

☐ See attached Pool Billing Schedule

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

LESSOR

AUTHORIZED SIGNER

TITLE

DATED

CUSTOMER ACCEPTANCE

Fayette County Public Schools

FULL LEGAL NAME OF CUSTOMER (as referenced above)

AUTHORIZED SIGNER

DATED

B236

FEDERAL TAX I.D. #

PRINT NAME

TITLE

CONTINUING GUARANTEE

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 guarantee, you expressly consent to the jurisdiction of the court set out in paragraph 14 and agree to pay all costs, including attorney's fees incurred in enforcement of this guarantee. It is not necessary for us to proceed first against you before enforcing this guarantee. By signing this guarantee, you authorize us to obtain credit bureau reports for credit and collection purposes.

X

PRINT NAME OF GUARANTOR

SIGNATURE (NO TITLES)

DATED

To help the Government 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 is, when you open an account, we will ask for your name, address and other information that will allow us to identify you; we may also ask to see identifying documents.

See reverse side for additional terms and conditions

KMPF0005 - US 09/22/22

1. LEASE AGREEMENT: You agree to lease from us the personal property described under "MAKE/MODEL/ACCESSORIES" and as modified by supplements to this Agreement from time to time signed by you and us (such property and any upgrades, substitutions, replacements, repairs and additions referred to as "Equipment") for business purposes only. In the event that the Equipment you selected is unavailable or cannot be supplied by the Supplier, you agree that we can substitute or upgrade your selection to equipment of equal or greater quality, function, and value, as determined by Supplier in its sole discretion, at no additional cost to you, and you agree to accept such substitution or upgrade upon delivery. To the extent the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights, such property shall be referred to as the "Software". You agree to all of the terms and conditions contained in this Agreement and any Schedule, which together are a complete statement of our Agreement regarding the listed equipment ("Agreement") and supersedes all other writings, communications, understandings, agreements, any purchase order and any solicitation documents and related documents. This Agreement may be modified only by written Agreement and not by course of performance. This Agreement becomes valid upon execution by or for us. The Equipment is deemed accepted by you under this Agreement unless you notify us within three (3) days of delivery that you do not accept the Equipment and specify the defect or malfunction. In that event, at our sole option, we or our designee will replace the defective item of Equipment or this Agreement will be canceled and we or our designee will repossess the Equipment. You agree that, upon our request, you will sign and deliver to us, a delivery and acceptance certificate confirming your acceptance of the Equipment leased to you. The "Billing Date" of this Agreement will be the twentieth (20th) day or an alternative agreed upon date following installation. You agree to pay a prorated amount of 1/30th of the monthly payment times the number of days between the installation date and the Billing Date. This Agreement will continue from the Billing Date for the Term shown and will be extended automatically for successive one (1) month terms unless you (a) send us written notice, between ninety (90) days and one hundred fifty (150) days before the end of the initial term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. Leases with \$1.00 purchase options will not be renewed. The periodic renewal payment has been set by mutual agreement and is not based on the cost of any component of this lease. **THE BASE RENTAL PAYMENT SHALL BE ADJUSTED PROPORTIONATELY UPWARD OR DOWNWARD, IF THE ACTUAL COST OF THE EQUIPMENT EXCEEDS OR IS LESS THAN THE ESTIMATE PROVIDED TO LESSEE.** 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 authorize us to insert or correct missing information on this lease including your proper legal name, serial numbers, other numbers describing the Equipment and other omitted factual matters. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our agent to obtain credit reports and make credit inquiries regarding you and 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 proprietorships), direct debit or wires 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 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 prin 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"x11" = 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 refurbished items. Emergency service calls will be performed at no extra charge during normal business hours (defined as 8:30am 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 casualty 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 Freight Fee to cover our costs of shipping supplies to you. You acknowledge that (a) the Supplier (and not Lessor or its assignees) is the sole party responsible for any service, repair or maintenance of the Equipment and (b) 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 with respect to the Equipment will bind us, nor will any breach thereof relieve you of any of your obligations hereunder. You are aware of the name of the manufacturer or supplier of each item of Equipment and you will contact the manufacturer or supplier for a description of your warranty rights. You hereby acknowledge and confirm that you have 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 obligation of Supplier to you, that no assignee of the Lessor shall have any obligation to you with respect to the Guarantee and that your 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 of 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 (i) insure the equipment against all loss or damage naming us as loss payee; (ii) obtain liability and third party property damage insurance naming us as an additional insured; and (iii) deliver satisfactory evidence of such coverage with carriers, policy forms and amounts 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 claims 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 cease 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 tax, 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 assignees will independently verify 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 NOT 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 all remaining Monthly Payments (or other periodic payments) and charges, discounted at the rate of four percent (4%) per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the present value (at 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 thereof); and (c) require you to return the Equipment to us to a location designated by us (and with respect to any Software, (i) immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (ii) demand the immediate return and obtain possession of the Software and re-lease the Software at a public or private sale; and/or (iii) cause the Software supplier to terminate the Software license, support and other services under the Software license). We may recover interest on any unpaid balance at the rate of four percent (4%) per annum but in no event more than the lawful maximum rate. We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code as enacted in the State of Lessor or its Assignee or any other law. You agree to pay our reasonable costs of collection and enforcement, including but not limited to attorney's fees and actual court costs relating to any claim arising under this Agreement including, but not limited to, any legal action or referral for collection. If we have to take possession of the Equipment, you agree to pay the cost of repossession. The net proceeds of the sale of any repossessed Equipment will be credited against what you owe us. **YOU AGREE THAT NEITHER WE NOR SUPPLIER WILL BE RESPONSIBLE FOR ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY REASON WHATSOEVER.** In no event shall Supplier's aggregate liability under this Agreement exceed the amount you paid for the products or services in question during the twelve-month period immediately preceding the event giving rise to the liability. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. All of our rights are cumulative. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive lessee's rights under Article 2A (508-522) of the UCC.

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. If the Customer shall bring any judicial proceeding in relation to any matter arising under the Agreement, the Customer irrevocably agrees to bring any such proceeding in, and that any such matter shall be adjudged or determined exclusively by, the courts in the state of the Supplier's, Lessor's or Assignee's principal place of business. In the event of litigation or other proceedings by Supplier, Lessor or Assignee to enforce or defend any term or provision of this Agreement, Customer agrees to pay all costs and expenses sustained by Supplier, Lessor or Assignee, including but not limited to, reasonable attorney's fees. **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 chattel 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 fifteen 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: Notwithstanding 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 OTHERWISE IN REGARDS TO SUCH SOFTWARE. **CUSTOMER'S LEASE PAYMENTS 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.**

Fayette County Public Schools - Schedule A [Lease Contract #2] Fleet Locations

BILLING CODES	MAIN CAMPUS CONTACT	EMAIL ADDRESS	SCHOOL LOCATIONS	COLOR DEVICE	DESKTOP	VOLUMES 10/12 MONTH	TOTAL ANNUAL PAGES	KM RECOMMENDED MODEL	ASSET SERIAL BILLING	MONTHLY FLAT RATE / DEVICE WITH PAYMENT	TOTAL BUDGET DOLLARS BY LOCATION	ELECTRICAL	OPTIONAL FINISHERS (PAPER, BINDER, DRISTOP, CABINET)	OFFICE LOCATION	DEPARTMENT ASSIGNMENT BILLING	IP ADDRESS	HOST NAMES	NOTES	PCS WORKED
			ELEMENTARY SCHOOLS																
			ARLINGTON ELEMENTARY Phone: (859) 422-0031 Address: 222 Arcene Ave. MODELS UPDATED	X		17792 11860 13179	17797 182608 131791	6511		\$	\$ 328.05 \$ 131.00 \$ 129.45	5-15R 5-15R 5-15R	Console Console Console	Room 107 Front Office Room 119		DHCP	arl-cop-307 arl-cop-40c arl-cop-139		
			ASHLAND ELEMENTARY Phone: (859) 422-0033 Address: 195 N. Ashland Ave. MODELS UPDATED	X		12536 40912	12536 40912	C301 7511		\$	\$ 136.99 \$ 384.58	5-20R	Console Console	Front Office Work Room 206		DHCP	ash-cop-40c ash-cop-work206		
			ATHENS CHILDRING ELEMENTARY Phone: (859) 422-0055 Address: 930 Jewett Creek Drive MODELS UPDATED	X		44289 20878 69556	44289 20878 69556	7511 C4511 850		\$	\$ 247.59 \$ 153.80 \$ 285.07	5-20R 5-15R 5-20R	Console Console Console	Hall Near 188 Office Hallway Workroom 107		DHCP	ath-cop-hall188 ath-cop-40c102 ath-cop-workrm107		
			BOONER T. WASHINGTON Phone: (859) 422-0034 Address: 207 Howard St. MODELS UPDATED	X		45130 13466 28699	45130 13466 28699	7511 C3011 6511		\$	\$ 247.59 \$ 601.03 \$ 216.45	5-20R 5-15R	Console Console Console	Work Room 137 Front Office Work Room 117		DHCP	bwo-cop-137 bwo-cop-off bwo-cop-rm117		
			BRECKENRIDGE ELEMENTARY Phone: (859) 422-0035 Address: 218 Hardway Road MODELS UPDATED	X		17548 27480 37271	17548 27480 37271	C4511 6511 6511		\$	\$ 131.80 \$ 216.45 \$ 216.45	5-15R 5-15R 5-15R	Console Console Console	Office 100N Work Room 109 Work Room 109		DHCP	brk-cop-offical100N brk-cop-workrm1-109 brk-cop-workrm2-109		
			BRENDA COWAN ELEMENTARY Phone: (859) 422-0000 Address: 4801 Athens Boonshoro Rd. MODELS UPDATED	X		25553 38847 30910 58406 12426	25553 38847 30910 58406 12426	6511 6511 6511 C3011		\$	\$ 216.45 \$ 247.59 \$ 136.99	5-15R 5-15R 5-20R	Console Console Console Console	Work Room 109 Work Room 206 Work Room 206 Main Office 201		DHCP	brc-cop-109 brc-cop-206-1 brc-cop-206-2 brc-cop-off201		
			CARDINAL VALLEY ELEMENTARY Phone: (859) 422-3340 Address: 218 Hardway Road MODELS UPDATED	X		37021 32051 41485	37021 32051 41485	6511 C6511 7511		\$	\$ 216.45 \$ 216.45 \$ 247.59	5-15R 5-15R 5-20R	Console Console Console	Main Office 131 Main Office 101 Work Room 101b		DHCP	crd-cop-hs-131 crd-cop-off-101 crd-cop-workrm-101b		
			CASSETT ELEMENTARY Phone: (859) 422-0006 Address: 1125 Jeter Creek Road MODELS UPDATED	X		15607 51232 30910 58406	15607 51232 30910 58406	C4511 7511 6511 7511		\$	\$ 133.80 \$ 247.59 \$ 216.45 \$ 247.59	5-15R 5-20R 5-15R 5-20R	Console Console Console Console	Main Office 130 Work Room 129 Work Room 129 Work Room 129		DHCP	cas-cop-off130 cas-cop-workrm1-129 cas-cop-workrm1-129 cas-cop-workrm1-129		
			CLAY MILL ELEMENTARY Phone: (859) 422-0007 Address: 2315 Clay Mill Road MODELS UPDATED	X		27500 58405 15533	27500 58405 15533	6511 7511 C6511		\$	\$ 216.45 \$ 247.59 \$ 153.80	5-15R 5-20R 5-15R	Console Console Console	Main Office Work Room 403 Work Room 403		DHCP	cml-cop-down cml-cop-up-403 cml-cop-up-403		
			COUNTRY OAK ELEMENTARY Phone: (859) 422-0008 Address: 3441 Hurly Place MODELS UPDATED	X		20733 51281 45237	20733 51281 45237	4511 C7511 7511		\$	\$ 129.05 \$ 292.63 \$ 247.59	5-15R 5-20R 5-20R	Console Console Console	Work Room 142 Media Center Main Office		DHCP	con-cop-142 con-cop-ib con-cop-off		
			DEEP SPRINGS ELEMENTARY Phone: (859) 422-0000 Address: 1512 Bryard Drive MODELS UPDATED	X		58714 44245 12942	58714 44245 12942	7511 C3011		\$	\$ 247.59 \$ 136.99	5-20R 5-20R	Console Console	Work Room 104 Work Room 200 Main Office		DHCP	dis-cop-104 dis-cop-200 dis-cop-off		
			DOVE MAGNET Phone: (859) 422-0010 Address: 1512 Bryard Drive MODELS UPDATED	X		61053 46084 12078	61053 46084 12078	6501 6511 C3011		\$	\$ 286.07 \$ 216.45 \$ 136.99	5-20R 5-15R	Console Console	Work Room 104 Main Office		DHCP	dis-cop-104a dis-cop-104b dis-cop-off	See to	
			GARDEN SPRINGS ELEMENTARY Phone: (859) 422-0012 Address: 2151 Garden Springs Drive MODELS UPDATED	X		6155 28436 46084	6155 28436 46084	C3011 6511 7511		\$	\$ 136.99 \$ 247.59	5-15R 5-20R	Console Console	Main Office 101 Work Room 221 Work Room 221		DHCP	gsp-cop-off gsp-cop-workrm1-221 gsp-cop-workrm2-221		
			GARRETT MORGAN ELEMENTARY Phone: (859) 422-0013 Address: 1150 Passage Mount Way MODELS UPDATED	X		29670 11452 75392	29670 11452 75392	6511 C3011 8501		\$	\$ 716.45 \$ 136.99 \$ 285.07	5-15R 5-20R	Console Console Console	Work Room 403 Work Room 405 Main Office 113		DHCP	grm-cop-403 grm-cop-405 grm-cop-off		
			GLENDOWER ELEMENTARY			25489	25489	6511		\$	\$ 216.45	5-15R	Console	Work Room 101a		DHCP	glc-cop-101		

