Meeting Date: February 11th 2008

Agenda Item: Approval of a Lease for a Pro C 6500 Color Copier from Konica Minolta Business Solutions (Ramsey, NJ) to Support the Citywide Reproduction Services.

Attachments:

1. City's specifications, capabilities and service requirements
2. Cost per copy comparison
3. Lease Agreement

ATTACHMENT 1

Konica Minolta bizhub PRO 7085

Printer Friendly

Konica Minolta bizhub PRO 7085 **Status: Current**

Manufacturing Status: New

Console, Monochrome copier, MF
Dry, dual component toner

Dataquest Segment:	5
SRP/Street Price:	$39,000/Info not avail
Domestic Intro Date:	March 2002
OEM:	Konica Minolta Business (Japan)
Also Sold As:	Hewlett-Packard 9085mfp; Imagistics DL850; Konica Minolta bizhub Di850; Kyocera KM-8530
Distribution:	Dealers and branches
Max Monthly Duty Cycle:	750,000 impressions

MULTIFUNCTION MODES

Copier:	Std	Fax:	No
Internet Fax:	No	Network Fax:	No
Network Printer:	Opt	PC Fax:	No
Printer:	Opt	Scanner:	Opt

GENERAL SPECS/PAPER HANDLING

First Copy Time:	3.3 sec
Multicopy (Ltr/Lgl/Ldgr):	85/57/49 cpm
Warm-up Time:	6 min
Std Paper Source(s):	Triple drawer
Std Paper Capacity:	500/500/1,000 sheets
Paper Weights:	16-lb bond to 110-lb index
Bypass/Paper Weights:	150-sheet/16-lb bond to 110-lb index
Max Paper Sources/Cap:	5/6,150 sheets
Max Original Size:	11 x 17
Min/Max Output Size:	5-1/2 x 8-1/2/12 x 18
Copy Resolution:	600 x 600 dpi
Std/Max System Memory:	128 MB, 20-GB HD/512 MB, 20-GB HD
Duplex:	Auto (1:2,2:2,2:1)
Capacity/Paper Sizes:	Unlimited/5-1/2 x 8-1/2 to 11 x 17
Document Feeder:	Std RADF

■ MULTIFUNCTIONALITY

Connectivity Specs

Client OS Support:	Mac 7.x, 8.x, Win 3.1, 9x, NT 3.5, 4.0, Me, XP, 2000, Vista
Parallel Interface:	Std
PC Fax/Print/Scan:	No/No/No
Serial Interface:	None
PC Fax/Print/Scan:	Not applicable
USB Interface:	None
PC Fax/Print/Scan:	Not applicable
Network Interface:	Opt Ethernet, opt Token Ring
Interface Type:	100BaseT, 10BaseT
LAN Fax/Print/Scan:	No/Yes/Yes
Networks Supported:	

Netware:	Yes	Windows NT:	Yes
AppleTalk:	Yes	UNIX:	Yes
AS/400:	Yes	Other:	

Printer Specs

Engine Mfr/Model:	Konica Minolta/bizhub 7085
Compatibility:	IBM PC, Mac
Speed:	85 ppm
Max Print Area:	11 x 17
Enhanced Resolution:	Not applicable
Unenhanced Resolution:	600 x 600 dpi
Std/Max Printer Memory:	64 MB*, 20-GB HD/512 MB*, 20-GB HD
Controller Mfr/Model:	Konica Minolta/IP-602
Processor/Bits/MHz:	Pentium III/Info not avail/866
PDL/PCL:	PCL 5e,opt Adobe PostScript 3
Controller Mfr/Model:	AHT/Unify Konica**
Processor/Bits/MHz:	Host-based
PDL/PCL:	AHT/OneRIP 2
Controller Mfr/Model:	INA/INA/
Processor/Bits/MHz:	INAInfo not avail
PDL/PCL:	Not applicable

Other: *DIMM; 2-in-1 mode; booklet & letterhead modes; front & back covers; separator page (places blank sheet at the end of each set); watermark; wait mode (paper must be checked at unit before job begins); wait & proof mode

Scanner & Image Management Specs

Connection Type:	Network

Speed/Capacity:	85 opm/100 orig
Paper Weights:	13-lb bond to 110-lb index
Sorter (Bins/Capacity):	None
Stapler Sorter:	None
Bins/Stapling Cap:	Not applicable
Stapling Positions:	Not applicable
Finisher:	Opt finishers
Tray/Stapling/Pos(s):	3,000/50, 100/8, 8
Other:	Finishers have two output trays (3,000/200), one with saddle-stitching and bi-folding; opt post sheet insertion; opt three-hole punch

SECURITY SPECS.

Network User Authentication:	No
IP Address Filtering:	No
MAC Address Filtering:	No
HDD Overwrite:	No
Max Overwrites:	NA
HDD Encryption:	No
Secure Print:	No
Other:	

Technology/Speed:		CCD/85 ipm	
Max Resolution:		600 x 600 dpi	
TWAIN Compatible:		Yes	
Scan Destinations:			
E-mail:	Yes	I-fax:	No
FTP:	Yes	SMB:	No
HDD:	Yes	URL:	No
LDAP Support:	No		
Scan/Image Software:		Opt PageScope Workware, Konica Minolta ScanTrip, Konica Minolta DocuBreeze, Unity Desktop, Rebus Recollect	
OCR Software:		Opt PageScope Workware, Konica Minolta ScanTrip, Konica Minolta DocuBreeze, Unity Desktop, Rebus Recollect	
File Mgmt Software:		Opt PageScope Workware, Konica Minolta ScanTrip, Konica Minolta DocuBreeze, Unity Desktop, Rebus Recollect	
Other:			

COPIER FEATURES.

Automatic Features: AES, AMS, APS, AS, ASO, ATS

Book Copy:	Yes	Job Programs:	10
Booklet Mode:	Std	Job Time:	Yes
Color:	No	Language:	No
Copy Control:	256	Margin Shift:	Yes
Covers:	Std	Neg/Pos:	Yes
Editing:	Std	OHP Interleaving:	Yes
Energy-Save:	Yes	Photo Mode:	Yes
Erase:	Std	Poster Mode:	No
Image Insert:	Yes	Preset R/E:	3R,3E
Image Overlay:	Std	Program Ahead:	Std
Image Repeat:	Yes	Sheet Insertion:	Std
Image Rotate:	Std	Stamping:	Std
Interrupt:	Yes	Timer:	Yes
Job Build:	Yes	2-in-1:	Std
XY Zoom:	Yes		

Zoom Range: 25 to 400 (1%)

OTHER FEATURES.

Dual access; proof copy; text mode; frame/fold erase; image shift w/reduction; chapterization; two user-programmable zoom ratios; non-image area erase; processes simplex and duplex originals in the same job; copy & print on tab exten-sions; watermarks; stamp; date/time stamp; page numbering; Full-bleed imaging on 12 x 18 paper; ledger LCT feeds letter and legal sizes also; Konica Minolta's Distributed Document Processing Architecture allows users to remotely print at an Internet-or intranet-connected 7085; uses SimitriTM Polymerized Toner

ADDITIONAL INFORMATION.

Control Panel:	Keypad and touch screen
Quantity Selector:	1 to 9,999 (0 to 9 keypad)
Message Display:	Yes, 80 characters
Help Key:	Yes
Dimensions (HxWxD):	45.7" x 41.1" x 30.5"
Weight (Base Unit):	617 lbs
Power Requirements:	220 V, 20 A
Dedicated Outlet:	Recommended
Energy Star Compliant:	Yes
Operating Noise Level:	75 dB

COMMENTS.

**Unify Konica provides the ability to cluster ten 7085s. Unify Konica incls a Windows NT server w/Unify Konica software installed

Facsimile Specs

Scanner Technology:	Not applicable
Compression Method:	Not applicable
Modem Speed:	Not applicable
Max TX Resolution:	Not applicable
Gray Scale/Halftones:	Not applicable
Std/Max Fax Memory:	Not applicable
Min/Max Orig Size (WxL):	Not applicable
Max Paper/Print Width:	Not applicable
Correct-Order Output:	Not applicable
Batch Files:	Not applicable
Polling:	Not applicable
Effective Scan Width:	Not applicable
Battery Backup:	Not applicable
Relay Request:	Not applicable
Confid TX/RX:	Not applicable
Smoothing:	Not applicable
Dual Lines:	Not applicable
Timers:	Not applicable
Multi Access:	Not applicable
Transfer Hub:	Not applicable
Dialing Capabilities:	
Broadcasting (Grps/Dest):	Not applicable
Redial Attempts/Intervals:	Not applicable
One Touch/Speed Dial:	Not applicable/Not applicable
Other:	

Supplies/Maintenance

Photoconductor:	Organic drum
Yield:	1,000,000
Price:	$800
Toner:	1,300g ctrdg
Yield:	60,000
Price:	$98
% Coverage:	6%
Developer:	1,500g btl
Yield:	1,000,000
Price:	$440
Fuser Rollers:	Two
Yield:	Info not avail
Cleaning Blades:	Drum blade
Yield:	Info not avail
Other:	Cleaning roller
Yield:	Info not avail
Fuser Oil:	Not required
PM Schedule:	500,000

Options

4,000-sheet LCT: $2,000
4,000-sheet LCT (12 x 18): $3,250
Finisher: $4,420
Bookletmaker finisher: $5,880
Post sheet inserter: $950
Trimming unit: $6,850
Three-hole punch: $2,000
Tandem copy: No charge
Punch and Z-fold unit: $5,450
IP-602 print controller: $3,870
64-MB memory expansion: $325
128-MB memory expansion: $645
AHT OneRIP controller: $ not avail
Video interface kit: $800
KN-306 network interface card: $525
Token Ring/Adobe PostScript kit: $750/$1,500
Twinax NetFusion card: $1,250
Token Ring NetFusion card: $750

Ethernet 10/100 NetFusion card: $600
TX IPDS upgrade: $1,020
Ethernet/TR IPDS upgrade: $1,020
SCS upgrade: $280
Unify Konica: $13,400
Document Management Suite: $4,000
Tandem print: No charge

INA: Information was not available from manufacturer. NA: Not applicable.
Specs were obtained from manufacturer/distributor and not confirmed by BLI testing.

ATTACHMENT 2

Costs	Lease/mo	Maintenance /yr	B/W	Color	toner/black	toner/color	additional charges /mo
Konica Minolta	$774.62	use only	$0.006	$0.010	included	included	n/a
Hewlett-Packard	$822.22	per call	$0.006	$0.035	$145.00	$285.00	n/a
Linear	$782.68	n/a	$0.010	$0.050	n/a	n/a	n/a
Riso	$675.50	n/a	$0.007	$0.049	$405.00	$1,350.00	$372. 50
Ricoh	$822.98	$1,000.00	$0.009	$0.060	included	included	n/a
Toshiba	n/a	n/a	n/a	n/a	n/a	n/a	n/a

n/a = information not included in bid / no bid

ATTACHMENT 3

KONICA MINOLTA

A Program of Banc of America Leasing

Municipal Lease [redacted]

Administration Center, PO Box 7023, [redacted]

Fax To: 800.436.[redacted] 1 of 2

Contract Number: [redacted]

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

Customer & Billing Contact Information

Lessee Full Legal Name	Federal Tax ID #
City of Culver City	
Billing Contact Person	**Billing Contact Phone No**
Lloyd Reynolds	310-253-6090

Billing Address	Address	City	County	State	Zip
9770 Culver Blvd.		Culver City	Los Angeles	CA	90232
Equipment Location	Address	City	County	State	Zip

Complete Equipment Location **only** if different from billing address

Equipment Description

Quantity	Manufacturer	Model Number	Description	umber
1	Konica Minolta	A03U010	Bzhub Pro C6500	

COPY

Term/Lease Payment Schedule

Term (months)	Security Deposit/Advance Payment (*Check One Only*)	Lease End Purchase Option	Base Monthly Lease Payment* Plus Applicable Taxes – See Section 11	Billing Cycle
48	☐ Security Deposit(s) $ ____ ☐ Advance Payment(s) $ ____	☑ FMV (*defined in Section 18*) ☐ $1 ☑ Other ____	$ 774.61 +21.46 PP Tax 796.07 +65.68 Sales Tax $ 861.75	☐ Monthly ☐ Quarterly ☐ Semi-Annual ☐ Annual

Terms/Conditions

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

1. LEASE AGREEMENT; PAYMENTS: We agree to lease to you and you agree to lease from us the equipment listed above or identified in any attached Equipment Schedule ("Equipment Schedule"), together with all replacements, parts, attachments, accessories and substitutions therefor ("Equipment"). You promise to pay us the Lease payments according to the terms of the Payment Schedule shown above or any Equipment Schedule hereto, plus all other charges (see Sections 4, 9, 11, 13, and 19).

2. GENERAL TERMS; PAYMENT ADJUSTMENTS; EFFECTIVENESS: You agree to all the terms and conditions on page 1 and 2 of this Lease. This Lease is a complete and exclusive statement of our agreement. The Equipment will not be used for personal, family or household purposes. If the cost of the Equipment varies from the estimate you or your supplier have provided to us, you agree that we may adjust the Lease payment accordingly upward or downward up to 10%. You acknowledge receipt of a copy of this Lease and acknowledge that you have selected the Equipment and reviewed the supply contract under which we will obtain the Equipment. THIS LEASE IS NOT BINDING ON US AND WILL NOT COMMENCE UNTIL WE ACCEPT IT IN OUR OFFICES IN OAKLAND COUNTY, MICHIGAN. You authorize us to file UCC financing statements, and any amendments thereto, to show our interest in the Equipment and any proceeds. You authorize us to insert or correct missing information on this Lease, including contract number, your legal name, serial numbers, Equipment location, and any information describing the Equipment. Any security deposit you have given us is non-interest bearing and may be used by us to cover any costs or losses we may suffer due to your default of this Lease. The security deposit is refundable upon expiration of the Lease, provided all Lease terms and conditions have been performed. You agree that any Purchase Order issued to us covering the Equipment, is issued for purposes of authorization and your internal use only, and none of its terms and conditions shall modify this Agreement. You agree to provide us your [redacted] statements upon request. Nothing in this Lease shall be construed to mean that you must pay any sum [redacted] that which may lawfully be charged, and if there is such excess sum, it shall be applied to reduce [redacted] payable by you, and any excess shall be returned to you.

3. RENEWAL: Unless the Lease End Purchase Option is $1.00, after the [redacted] this Lease will automatically renew for successive one month terms unless (a) you [redacted] that you do not want it to renew at least 60 days, but no more than 120 days, [redacted] term, or (b) following renewal we terminate this Lease upon 60 days prior written notice to [redacted]

4. LATE CHARGES; OTHER CHARGES: The due date for your payments will [redacted] invoice. If any payment is not made when due, you agree to pay a late charge at the rate [redacted] payment or $35, whichever is greater. You also agree to pay $25 for each [redacted]

5. EQUIPMENT OWNERSHIP; LOCATION: We are and shall remain the [redacted] Equipment. You agree to keep the Equipment free from liens and encumbrances. You will keep [redacted] at the address shown above and you will not move it from that address [redacted] written consent. The Equipment shall always remain personal property even though the [redacted] attached or affixed to real property. If this Lease is determined not to be a [redacted] grant us a security interest in the Equipment relating back to the date we purchased it.

6. NO WARRANTIES: WE ARE LEASING THE EQUIPMENT TO YOU [redacted] WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS [redacted] PURPOSE, DESIGN, CONDITION, OR THE QUALITY OF THE MATERIAL OR [redacted] NOT RESPONSIBLE FOR ANY REPAIRS OR SERVICE TO THE EQUIPMENT OR ANY DEFECTS OR [redacted] We assign to you for the term of this Lease any transferable [redacted] warranties. We are not liable to you for any breach of those warranties. You agree that upon your [redacted] Equipment, you will have no set-offs or counter-claims against us.

[redacted] on Page 2)

Lessee Authorized Signature

THIS LEASE MAY NOT [redacted]

Authorized Signer	Date	Print Name
X	01/11/2008	
	Title	Indicate Purchasing Agent, Buyer, etc.

Equipment Acceptance Certificate

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

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

Continued from Page 1

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

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

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

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

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

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

13. DEFAULT; DAMAGES: If you, or any guarantor of your obligations: [redacted] Lease payment within 10 days of when due, or (b) become insolvent or commence ba[redacted]rship proceedings or have such proceedings commenced against you, or (c) terminate[redacted] merger, consolidation, sale of substantially all your assets, or (d) default under any [redacted]u have with us or our affiliates, or (e) otherwise breach any warranty, covenant or prov[redacted], you will be in default. If you are in default we may, but shall not be obligated to, do a[redacted]wing: (i) declare immediately due and payable the Remaining Balance and all unpaid [redacted] this Lease, (ii) require you to immediately return all Equipment to us at your expense[redacted]out notice, demand or legal process, re-take possession of the Equipment (and you a[redacted] upon the premises wherever the Equipment may be found), (iv) sell, hold, use, lease [redacted]se of the Equipment, (v) immediately terminate this Lease (and any other agreements[redacted]u), (vi) apply any security deposit to reduce amounts due to us hereunder, and/or (vii) exercise any other remedies available to us under applicable law. You agree to pay our actual attorneys' fees, plus all actual costs, including all costs of any Equipment repossession. Any payment or other amount more than 30 days delinquent under this Lease shall accrue interest until paid at the overdue rate of 1-1/2% per month, or the maximum amount permitted by applicable law, whichever is less. If we dispose of the Equipment, we will apply the net proceeds of such disposition to reduce the Remaining Balance and other amounts payable by you, and you shall remain responsible for the payment of any deficiency. If the Lease End Purchase Option price indicated on the face of this Lease is $1, and the net proceeds we recover following a default is more than the Remaining Balance and other outstanding amounts payable by you, we will give you the excess. You waive any notice of our repossession or disposition of the Equipment. By repossessing any Equipment, we do not waive our right to collect any amounts due on this Lease. We will not be responsible to you for any consequential or incidental damages. Our delay or failure to enforce our rights under this Lease will not prevent us from doing so at a later time.

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

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

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

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

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

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

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

21. MISCELLANEOUS: If any provision of this Lease[redacted], invalid or illegal, the remaining provisions will continue to be effective. You must bring[redacted]st us relating to this Lease within one year after the basis for the claim first arises, and [redacted]ter than one year following termination of this Lease. Time is of the essence with respect[redacted]nd performance of all of your obligations under this Lease.

22. MERGER: THE ABOVE TERMS AND COND[redacted]ENT AND MERGE ALL OF THE TERMS AND CONDITIONS INTO THIS LEASE. THIS LEASE [redacted]FIED OR ALTERED UNLESS IT IS IN WRITING AND SIGNED BY ONE OF OUR OFFICERS.

Authorized Signer	Lessee Full Legal Name City of Culver City	
X	Title — Indicate Purchasing Agent, Buyer, etc.	Contract Number

Accepted by: Banc of America Leasing & Capital, LLC, Oakland County, Michigan, Lessor

Signed By:	Date
X	

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

KONICA MINOLTA

CPC Maintenance Contract

Date: 2/27/2007
Branch Code:
Sales Rep No: 614902

Sold To (legal name)		Ship To	
Name: City of Culver City	Acct. No.:	Name: City of Culver City	Acct. No.:
Address Line 1:		Address Line 1:	
Address Line 2:		Address Line 2:	
Street Address: 9770 Culver Blvd.		Street Address: 9770 Culver Blvd.	
City: Culver City	State: CA Zip: 90232	City: Culver City	State: CA Zip: 90232

Tax Exemption ☐ No ☐ Yes (Certificate required) Tax Exemption Number:

PO Required ☐ No ☐ Yes (Copy required) PO Number PO Expiration Date

Payment Terms:
Credit Card ☐ No ☐ Yes Credit Card Type: ☐ AMEX ☐ MC ☐ VISA Credit Card Number
Expiration Date: CVV Number
Name on Credit Card

Standard CPC Maintenance Plans

Cost Per Copy
☑ With Supplies ☐ Without Supplies - Purchased Separately **Effective Date:**

Billing for CPC contract: ☑ Monthly ☐ Quarterly ☐ Annually **Contract Term (Months):** ☐ 12 ☐ 24 ☐ 36 ☑ 48 ☐ 60

Overages billed ☐ Monthly ☐ Quarterly ☐ Annually

Product Covered Under Contract

COPY

Item	Model Desc.	Serial Number	Type	Start Meter Read	Monthly Min Volume	CPC	Monthly Min $	Overage CPC
1	Bzihub C6500		C			$ 0.010	$ -	$ -
			B/W			$ 0.006	$ -	$ -
2			C			$ -	$ -	$ -
			B/W			$ -	$ -	$ -
3			C			$ -	$ -	$ -
			B/W			$ -	$ -	$ -
4			C			$ -	$ -	$ -
			B/W			$ -	$ -	$ -
5			C			$ -	$ -	$ -
			B/W			$ -	$ -	$ -
6			C			$ -	$ -	$ -
			B/W			$ -	$ -	$ -

[illegible]

Name: (Please print) KMBS Representative 7/27/2007 Date
Signature Date KMBS Sales Manager Date
Title: KMBS Technical Manager Date

FOR INTERNAL USE

☐ New Customer ☐ Maintenance Only ☐ Maintenance w/ Equipment Order ☐ Dealer Serviced

PE # Agreement # Customer Code 1
Promotion # Price Plan # Customer Code 2
Subfleet # Customer Code 3

Key Operator Contact	Phone	Email Address	
Meter Read Contact	Phone	Email Address	
Accounts Payable Contact	Phone	Email Address	

Comments / Special Instructions:

Additional Documents Attached
☐ Price Exception ☐ Tax Exempt Certificate
☐ Purchase Order ☐ Credit Data Sheet

	Sales Group (Branch)	Sales Rep #	Sales Rep Name (Please Print)	Sales Rep Email Address
Originating				
Order Taking				
Servicing				

Contract Processed: ☐ Windsor, Ct. ☑ Branch (Branch Name)

APPROVED & ACCEPTED AT KMBS BY: DATE

Page 3

The following **terms and conditions** apply to the provision of maintenance services by Konica Minolta Business Solutions USA, Inc. ("KMBS") to Customer during the term of this Agreement:

1. **PAYMENT:** Payment is due within thirty (30) days from the date of the invoice. Should the customer fail to make any payment due hereunder, or be or become insolvent or be a party to or acquiesce in any bankruptcy or receivership proceeding or any similar action affecting the affairs or property of Customer, KMBS may (1) refuse to continue to service the equipment or (2) furnish service on a time, travel and material basis, without prejudice to any other remedies KMBS may have. If Customer fails to make any payment when due, there will be a service charge of one and one-half percent (1 1/2%) of the total amount due or the maximum legal rate allowed by law, whichever is less. NO CASH PAYMENTS ACCEPTED. Accepted manners of Payment are by Major Credit Card or checks made payable to KMBS .

2. **METER READINGS:** Customer will provide accurate and timely meter readings at the end of each billing period in a manner prescribed by KMBS. KMBS shall have access to monitor the meter readings and if meter readings are not received in a timely manner, KMBS may obtain or estimate them and Customer agrees to pay for maintenance services based on estimated meter readings. Duplexed and 11" x17" shall be counted as two meter clicks. For models equiped with banner printing capabilities, the following meter click charges shall apply: 18"x27" = 3 clicks; 27"x36" = 4 clicks; 36"x47" = 5 clicks.

3. **INSTALLATION:** Equipment shall be installed by an authorized KMBS representative, at Customer's sole cost and expense. Customer shall ensure that equipment is placed in an environment that conforms with the manufacturer's specifications and requirements and will bear all cost and expense for any additional necessities required for installation such as telephone and electrical wiring, remodeling, and noise and power filters. Any electrical work external to the equipment (i.e. associated peripheral equipment, power, transmission and phone lines, and modems) and equipment line cord is not covered by this Agreement.

4 **COMMENCEMENT OF SERVICE:** The equipment must be in good condition on the commencement date of this agreement. KMBS charges for parts and labor required to place the equipment in such condition unless covered under any applicable warranties or a continuous maintenance agreement. KMBS will invoice the customer and this will be in addition to the price set forth on the reverse hereof.

5 **ADDITIONAL EQUIPMENT:** No maintenance service for additional or substituted equipment will be provided by KMBS until it is accepted by KMBS, in writing, for coverage. KMBS reserves the right to adjust the coverage period for any additional or substituted equipment to assure common renewal dates.

6. **SERVICE INCLUDED:** This Agreement covers 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. Unless otherwise indicated, normal business hours are 8:30 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed by KMBS. Overtime charges, at KMBS' then current rate, will be charged for all service calls outside normal business hours. In addition to any other rights hereunder, KMBS reserves the right to delete discontinued equipment from this Agreement if parts become unavailable for discontinued equipment.

7. **PREVENTIVE MAINTENANCE:** Preventive Maintenance shall be performed on the equipment at the intervals defined by the Technical Service Manuals for the particular model. Preventive Maintenance will include cleaning, lubrication, adjustment, and may be made at the same time remedial service is being performed. KMBS technicians do not carry or deliver consumable supplies (toner, developer, etc.). It is the Customer's responsibility to have the necessary supplies available for the Technician's use.

8. **ACCESS:** Customer shall provide KMBS' personnel with free and full access to the equipment and any necessary operating time for the purposes of furnishing maintenance services. Customer shall arrange and insure that one of its employees is present at all times when KMBS personnel perform maintenance services.

9. **SELLER'S AGENTS:** Customer acknowledges that it has been advised that no agent, employee, or representative of KMBS has any authority to bind KMBS to any affirmation, promise, representation, or warranty concerning any of the equipment or services. Unless an affirmation, promise, representation, or warranty is specifically set forth in this Agreement it does not form a basis of this bargain and shall not be enforceable against KMBS.

10. **DISCLAIMER:** This Agreement does not cover service required due to malfunction of parts, attachments, or supplies of non-KMBS manufacture. When the use of a particular supply item may cause machine damage or require excessive servicing, KMBS, upon notice to Customer, will not continue remedial or preventive service for that equipment. By introducing supplies of differing manufacture into the KMBS equipment Customer accepts the responsibility to pay for any remedial or corrective service required. Any alterations, modifications or changes to the equipment by someone other than KMBS, including Customer, may result in termination of this Agreement. Without prior authorization, this Agreement does not apply to any equipment which ceases to be at the customer location described on the reverse side hereof. This Agreement does not apply to any equipment lost or damaged through accident, abuse, misuse, theft, neglect, acts of third parties, fire, water, casualty or any other natural force, and any loss or damage occurring from any of the foregoing is specifically excluded from this Agreement.

11. **AUTOMATIC RENEWAL:** Service on individual equipment shall automatically be extended for successive one year terms at the then prevailing rate unless Customer or KMBS provides the other party with thirty (30) days written notice before the end of the current term of its intention not to renew this Agreement. Upon renewal, either party may cancel this agreement, with or without cause, upon thirty (30) days written notice to the other party. Upon cancellation pursuant to this paragraph 11, Customer will be billed for service through the effective date of cancellation.

12. **BUSINESS PURPOSE:** Customer warrants and represents that the equipment will be used for business purposes, and not for personal, family, or household purposes.

13. **NETWORK INTEGRATION:** If Network Integration services are provided by KMBS, Customer warrants that the KMBS Digital Needs Analysis "DNA" has been accurately completed and KMBS may rely on the information contained in the DNA in providing network integration services. KMBS reserves the right to assess additional charges for service due to Customer's modification of its network, software, or operating system(s).

14. **RELOCATION:** Relocation or make ready shipment of equipment is not covered by this maintenance agreement. This service, when requested, will be at the then billable rate of KMBS.

15. **ASSIGNMENT:** Customer may not assign This Agreement, without KMBS' express written consent. In the event that KMBS assigns or subcontracts any of its obligations under this Agreement, KMBS shall remain primarily responsible to perform those obligations. Any claim or defense Customer may have relating to those obligations must be asserted only against KMBS and not its assignee. KMBS may assign, without notice to Customer, any of its rights under this Agreement.

16. **NOTICES:** All notices required to be given under this Agreement shall be in writing and shall be sent by U.S. first class mail to the parties as follows: To Customer at the address listed on the front of this Agreement and to KMBS, at 100 Williams Drive, Ramsey, NJ 07446, Attention: Office of Direct Administration.

17. **INDEMNIFICATION:** Customer shall bear all risk of theft, loss or damage not caused by KMBS employees or agents, to all Equipment installed under this Agreement. Customer agrees to indemnify, defend and hold harmless KMBS, its officers, directors, employees and agents from all loss, liability, claims or expenses (including reasonable attorneys' fees) arising out of Customer's use of the equipment, including but not limited to liabilities arising from bodily injury, including death, or property damage to any person, unless caused solely as the result of a negligent or intentional act or omission by KMBS.

18. **WARRANTY:** KMBS WARRANTS THAT THE SERVICES SHALL BE PERFORMED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS FOR THE EQUIPMENT. KMBS MAKES NO OTHER WARRANTIES WHATSOEVER EXPRESS OR IMPLIED WITH REGARD TO THE SERVICE, THE SOFTWARE INCLUDED WITH THE EQUIPMENT OR ITS INSTALLATION, AND MAINTENANCE, AND EXPRESSLY EXCLUDES ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

19. **REMEDY LIMITATIONS:** The equipment may not be returned to KMBS without KMBS' written consent. CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE REPAIR OF THE EQUIPMENT OR REPLACEMENT OF A NONCONFORMING PART, AT KMBS'S OPTION. Customer expressly waives its rights to special, consequential, exemplary, incidental or punitive damages. KMBS'S LIABILITY IS LIMITED TO THE COST OF MAINTENANCE SERVICES PURCHASED BY THE CUSTOMER FROM KMBS. KMBS SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES DUE TO LOSS OF DATA OR INFORMATION OF ANY KIND. LOSS OF OR DAMAGE TO REVENUE, PROFITS OR GOODWILL, DAMAGES DUE TO ANY INTERRUPTION OF BUSINESS, DAMAGE TO CUSTOMER'S COMPUTERS OR NETWORKS, EVEN IF KMBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

20. **APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of New York without regard to choice of law principles. In the event of litigation or other proceedings by KMBS to enforce or defend any term or provision of this Agreement, Customer agrees to pay all costs and expenses sustained by KMBS, including but not limited to, reasonable attorney's fees.

21. **FORCE MAJEURE:** Neither party shall be responsible for delays or failure in performance of this Agreement (other than failure to make payment) to the extent that such party was hindered in its performance by any act of God, civil commotion, labor dispute, or any other occurrence beyond its reasonable control.

22. **SEVERABILITY:** If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of the remaining provisions of this Agreement.

23. **WAIVER:** Failure by KMBS to enforce any provisions of this Agreement or any rights hereunder, or failure to exercise any election provided for herein, shall in no way be considered a waiver of such provisions, rights, or elections, or in any way affect the party's right to later enforce or exercise the same or other provisions, rights, or elections it may have under this Agreement.

24. **ORIGINAL DOCUMENT:** Customer further agrees (a) that facsimile or electronic signatures shall be accepted as original signatures; and (b) that this Agreement or any document created pursuant to this Agreement, may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. KMBS may accept orders electronically from Customer pursuant to this Agreement. Neither party shall raise any objection to the authenticity of this Agreement or any document created hereunder, based on either the use of a facsimile signature or the use of a copy retrieved from an electronic storage system.

25. **Supplies Included in the Base/Print Charges.** If this option has been selected, KMBS (or designated servicer) will provide Customer with supplies, including but not limited to toner, developer, copy cartridges, staples and PM kits ("Consumable Supplies") throughout the term of this Agreement. Customer agrees that the Consumable Supplies are KMBS property until used by Customer. Customer will use Consumable Supplies only with the contracted Equipment and run them to their cease-function point. Customer will return any unused Consumable Supplies to KMBS at the end of this Agreement. Should Customer's use of Consumable Supplies exceed the typical use pattern (as determined solely by KMBS) for these items by more than 10%, Customer agrees that KMBS shall have the right to charge for any such excess usage.

ENTIRE AGREEMENT: This is the entire Agreement between Customer and KMBS and supersedes any proposal or prior agreement, oral or written, or any other communications relating to maintenance services for KMBS equipment and it may not be released, discharged, changed, or modified except by an instrument in writing signed by a duly authorized representative of each party. Customer agrees that any Purchase Order or other documentation issued to KMBS covering the equipment or maintenance is issued for purpose of authorization and Customer's internal use only, and any terms and conditions contained therein shall not modify or add to the terms and conditions of this Agreement. This Agreement will not be effective until accepted by an authorized representative of KMBS. Notice of acceptance is hereby waived by Customer.