



Lemont High School

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Dr. Mary Ticknor, Superintendent
Eric Michaelsen, Principal



Exemplary High Performing School • 2017 National Blue Ribbon Schools Program

Via email as requested

April 4, 2025

bry.ember@yahoo.com

Re: FOIA

Dear Bry:

This letter is in response to your Freedom of Information Act (FOIA) request dated April 4, 2025, and received in my office on April 4, 2025.

In your letter you requested the following:

1. Current Multifunction and Production Copiers lease agreement and terms and conditions.
2. Current Multifunction Copier and Production Copier maintenance agreement and terms and conditions.

Response to request:

1. Please see the attached

As Superintendent and one of the FOIA Officers for the District, I am responsible for granting and denying requests for records under the FOIA. The District's responses contained in this letter intend to be fully responsive to your specific request. If I have misinterpreted your request, please clarify your request in writing to me.

If you should have further questions, please do not hesitate to contact me.

Sincerely,

Dr. Mary Ticknor
Superintendent
Lemont High School District 210

----- Forwarded message -----

From: **Bry Ember** <bry.ember@yahoo.com>

Date: Fri, Apr 4, 2025 at 8:43 AM

Subject: FOIA

To: wrozanski@lhs210.net <wrozanski@lhs210.net>

Hello ,

As part of the Illinois Freedom of Information Act, I am requesting the following information for all multifunction copiers within your district. I appreciate your help. :) My contact info is listed below. Thanks again...

Current Multifunction and Production Copiers lease agreement and terms and conditions.

Current Multifunction Copier and Production Copier maintenance agreement and terms and conditions.

This is a Commercial Request. Thank you again for your help. I appreciate it.

Regards,

Bry

The following terms and conditions apply to the provision of services by Konica Minolta Business Solutions U.S.A., Inc. (KMBS) to the Customer during the term of this Agreement.

Equipment Services

100. Service Coverage Hours: Standard services under this Agreement are provided during normal business hours 8am-5pm, Monday through Friday, exclusive of core National holidays observed by KMBS.

101. Extended Coverage Services: Extended coverage services outside of standard coverage hours may be available on a per-event charge or fixed monthly premium.

102. Equipment Services: Equipment services provided under this Agreement include labor and parts required to maintain covered Equipment in a normal operating condition as set forth in the equipment specifications detailed on <http://kmbs.konicaminolta.us>.

103. Equipment Exchange: Equipment exchange will be used for Equipment where on-site support is not available. KMBS will employ a 'hot swap' process and will provide packaging for return of the original unit. Customer is responsible to facilitate the reconnection and return process.

104. Preventative Maintenance: Preventive maintenance shall be performed as needed to ensure optimal operation of Equipment. This includes component replacement, adjustments and cleaning. End-user maintenance as defined in the Equipment's user guide is not covered.

105. Disclaimer: Repairs and/or services that fall outside the scope of this Agreement may be billed at prevailing hourly rates with prior authorization. This includes but is not limited to abuse/misuse, alteration or modification, 3rd party interference, use of non-standard supplies, usage beyond recommended operating parameters, theft, neglect, fire, water, casualty or other natural force. Failure to authorize repair and/or services may result in suspension or termination of this Agreement.

106. Site Environment: Customer shall be responsible to ensure that Equipment is placed in a location that meets manufacturer's requirements (available on the KMBS website) including space, power, network, temperature and humidity. Electrical power must meet voltage, amperage and electrical noise level requirements. KMBS personnel will be granted reasonable and safe access to perform services when required.

107. Prerequisite to service: For Equipment not previously under a continuous maintenance agreement, KMBS may need to confirm the Equipment is in good working condition before the start of this Agreement. Remedial service may be required to bring the Equipment to proper operating standards and the labor and parts associated will be billed at prevailing rates. A quote will be provided for Customer approval before work begins.

108. Relocation and Move Preparation: When requested, relocation services will be performed and billed at prevailing rates. Coverage at the new location is subject to service availability and acceptance by KMBS.

109. Initial Installation: Physical installation, removal of packing material and initial setup of Equipment will be performed by KMBS

using default configuration settings at the location specified by Customer. Application of custom settings can be requested prior to installation. KMBS reserves the right to assess additional charges depending upon the extent of custom setup requirements.

110. Service Replacement: KMBS reserves the right to replace a device, at no additional cost to Customer, with a comparable unit when repair of the original device is not practical or economically feasible.

111. Color Calibration and Management: Routine and periodic color calibration and management of production color print profiles is not covered by this Agreement.

112. Additional Customer Requested Services: Customer may request services be performed that are outside the scope of this Agreement. Such services will be quoted and performed at agreed rates.

Supplies and Consumables

200. Consumable Supplies: If a supplies inclusive option is selected, KMBS will provide toner for covered Equipment on an as needed basis. Consumable supplies do not include staples (unless selected) or paper. Wide format equipment may have other coverage options and/or exclusions. The consumable supplies provided are the property of KMBS until they are consumed and are intended to be used exclusively in the covered Equipment. Customer bears the risk of loss of unused supplies in the event of theft, employee misconduct, fire or other mishap.

201. Expected Yield: Pricing under this Agreement is based on published and commercially reasonable expectations of supply and consumables consumption. At its discretion, KMBS may perform an audit of supply/consumables consumption and Equipment usage data to determine consumption levels. In the event the actual consumption levels exceed the levels used to determine contract pricing by more than 20%, KMBS shall have the right to invoice for the excess consumption.

202. Supply Source: Genuine Konica Minolta supplies will be used under this Agreement for Konica Minolta Equipment. For non-Konica Minolta products KMBS will provide fully compatible toner and print cartridges for use in covered Equipment.

203. Supply shipping and handling: KMBS may charge a supply shipping and handling fee on each periodic invoice regardless of whether supplies are shipped in any particular period. This is done to average out the total estimated supply shipping and handling fees over the duration of this contract. The current calculation for such fees can be found at <http://kmbs.konicaminolta.us/fags>. KMBS reserves the right to charge for expedited supply orders (i.e. overnight delivery) where requested by Customer.

204. Auto Supply Delivery: If services are provided as part of a managed services agreement, KMBS requires a designated Customer contact(s) to confirm supply shipments via email and maintain delivery address information via MyKMBS.com or other agreed methodology.

Software and Solutions

300. Licenses: KMBS hereby grants the Customer the non-exclusive, non-transferable right to install, and use the software,

updates, upgrades and patches included in this Agreement, provided the Agreement is in effect.

301. License Reactivation: Customer is responsible to safeguard software license keys. KMBS may charge a reactivation fee in the event license keys need to be regenerated.

302. Site Environment: Customer shall be responsible to insure that software is installed in an environment that meets manufacturer's requirements including operation system level, disk space, power, network, temperature and humidity.

303. Data Backups and restoration: Customer is responsible to manage server data backups. KMBS recommends adherence to industry best practices for backup procedures. In the event of a catastrophic data loss, the Customer is expected to restore the environment and data to prior state.

304. Access: Customer shall provide KMBS personnel with access to the servers and/or Equipment where the software is installed. Customer shall arrange and ensure that one of its employees or designated agents are present at all times when KMBS is performing maintenance and support services.

305. Solutions warranty: KMBS makes no warranty regarding the fitness of software that may or may not have been executed in conjunction with this Agreement for any particular use. If any 3rd party software or services are included at the time of sale, those warranties would be covered under the 3rd party end user license agreement or the master agreement between the 3rd party and KMBS.

306. Solution Integration: Solution integration with print output devices covered under this or another agreement may be affected by existing Customer software, configuration changes or other network environment issues. KMBS reserves the right to assess additional charges to resolve complex integration issues, including situations where the solution was initially provided by KMBS.

307. Term: Coverage for both level 0 (Software maintenance) and level 1 (Helpdesk support) begin at time of installation of software at Customer's location. Level 1 support is only available when level 0 supports are in effect.

Software Maintenance (Level 0) and Helpdesk (Level 1)

400. Software Maintenance (Level 0): If this option is selected, the Customer is entitled support as defined in the 'Patches and Updates' sections.

401. Patches and Updates: Customer is eligible to receive periodic maintenance patches, hot-fixes and updates for licensed software covered under maintenance. Excluded are full version upgrades (i.e. v1.2 to v2.0) and the installation services required to install patches, hot-fixes and updates.

402. Access to patches and updates: Customer will be provided access to a website operated by KMBS or 3rd party supplier where patches and updates are accessible for download.

403. Start of service: Start of service rules may vary by OEM, software activation is expected within 30 days of purchase or install whichever comes first.

404. Current version: Customer is required to keep software and OS at the latest recommended version levels. Failure to perform recommended updates may result in suspension and/or termination of services under this Agreement.

405. Solutions Helpdesk Support (Level 1): If this option is selected, expert helpdesk support is available to the Customer to assist with covered software solutions including, PageScope Enterprise, Print Groove, Dispatcher Pro and select 3rd party solutions. Included are helpdesk services related to end-user support, baseline workflows, features and administrative functions involved in the operation of the software and workflows. Customer participation is required for remote and/or on-site support.

Professional Services, Solutions and Network

500. Initial Assessment: Customer agrees to provide or assist in gathering network configuration details needed by KMBS to perform contracted services.

501. Basic Network Services (BNS): BNS, where offered, covers common network integration in a MS Windows™ centric environment with typical network schema and print/scanning requirements. KMBS reserves the right to assess additional fees depending on the extent of the network integration requirements needed.

502. Technical Pilot: When required Customer agrees to participate in a technical pilot where software installation, configuration, use cases and integration requirements are determined. Customer also agrees to participate in testing of the system(s).

503. Solution Baseline: Solution baseline is defined as the operating level and configurations agreed to by Customer and KMBS upon completion of the technical pilot and testing.

504. Enhancements: Enhancements and professional services beyond the baseline capabilities of the solution are available at an additional charge.

505. Digital Connected Support: Unless this option has been declined, expert helpdesk support is available to the Customer to assist with issues associated with device connectivity to network, printing from desktop applications, graphics application, scanning and support on many other digital machine functions. Configuration updates that are the result of changes to the Customer network environment are not included.

506. Customer Data: KMBS shall not be liable for any claims, damages and cost relating to loss of data or disclosure of data due to acts or omissions of Customer or its employees, end-user errors or release of administrator password.

507. Hard Drive Security: If 'bizhub SECURE' or a comparable option has been ordered, KMBS will provide advanced security services. These services include real-time, hard-drive encryption (level 2 encryption – comparable to Department of Defense standards and US Air Force standards) and document data security through disk over-write as well as user mailbox data deletion, HDD encryption, HDD lock and administrative password (according to Customer policy).

508. Professional Services Projects: When requested by the Customer, KMBS can provide professional services associated with the enhancement of the Customer's printing, network connectivity, end of life hard drive disposal, fleet management, user experience, production management, job tracking and document environment. Such projects will be quoted and upon approval, performed and billed at prevailing hourly or per-instance rates.

509. Basic Production Services (BPS): Complex products are offered with comprehensive end-user training (BPS). The training is crucial to proper equipment operation and to ensure the Customer achieves satisfactory output. Service related to operator deficiency will be performed and billed at prevailing rates. Additional end user training when requested can be provided and will be billed at prevailing rates.

Meter and related

600. Meter Readings: Customer agrees to provide KMBS with a timely meter reading prior to the end of the billing period to be used to generate maintenance invoices. Should the Customer fail to provide KMBS with timely meter reads KMBS reserves the right to estimate meter readings. Repetitive failure of Customer to provide timely and accurate meter readings may result in the conversion of associated Equipment to flat monthly fee billing.

601. Definition of a Print: Each 8.5"x11" image generated by the covered Equipment is considered a 'print'. Larger paper sizes result in images that are a multiple of a single print based on length (17"=2 prints, 27" = 3 prints, 36" = 4 prints and over 36" =5 prints). For 'wide format' equipment, one square foot of output equals one print. Duplex images count as twice the rate of simplex prints.

602. Electronic Meter Collection: KMBS offers vCare and other network based machine data collection methods for Customer convenience, billing accuracy and to enhance service effectiveness. Unless specifically directed otherwise, KMBS will enable vCare or network monitoring on capable Equipment. Should Customer opt-out of utilizing vCARE, KMBS reserves the right to assess an incremental invoicing fee not to exceed twenty-five dollars (\$25) per invoice

603. Fleet Device Monitoring: If the Customer agrees to allow KMBS to install and maintain server based software to monitor the printing devices on the Customer network, and the monitoring software cannot reliably operate in the Customer's environment for any reason, KMBS reserves the right to suspend or terminate services under this Agreement.

Renewal and Maintenance

700. Automatic renewal: At the end of the initial term of this Agreement, coverage will be extended for an additional one year term at then prevailing rates, unless either party has provided notice pursuant to 'Termination' clause below.

701. Customer Price Protection: At the end of the first year of this Agreement and once each successive 12-month period during the initial term, KMBS may increase the maintenance base and usage charges. The annual increase in the maintenance and base usage charges will not exceed 10%.

702. Aggregate Meter Billing: Increases in the maintenance and base usage charges for contracts with aggregate meter billing will

occur at the annual anniversary of the initial establishment of the usage pool.

703. Auto Add of Equipment: Where the use of 'Fleet Device Monitoring' as part of a managed print program has been agreed to, it will be used to detect new devices and add such devices to this Agreement at pre-established price levels. The added device(s) will be covered under the terms of this Agreement. The Customer will be notified via email and may reject the addition of the device(s) by contacting KMBS.

Payment and Termination

800. Terms of Payments: Payments are due 30 days from the invoice date. Customer shall be responsible to pay all applicable sales, use, personal property or other taxes when due. NO CASH PAYMENTS ACCEPTED. Accepted manners of payment are by major credit card, check made payable to KMBS, or ACH transfer.

801. Remedies and Collection: Accounts that are past due are subject to a suspension of services and may be subject to a monthly late fee based on 1.5% of the total amount due and reasonable recovery of costs associated with collections.

802. Default: Should Customer violate any aspect of this Agreement including payment obligations, or in the event Customer is insolvent and/or declares bankruptcy, KMBS may suspend or terminate any or all portions of this Agreement and may enter the Customer's premises to recover property or equipment owned by KMBS.

803. Termination: During the term of this Agreement or any renewal thereof, the Customer or KMBS may provide the other party 30-day written notice of cancellation or intention not to renew with or without cause. If the Customer terminates within the initial term, the Customer will be subject to termination charges per paragraph 804.

804. Early Termination: In the event Customer terminates this Agreement during the initial term or KMBS terminates due to material breach by the Customer, the Customer will be responsible to pay liquidated damages equal to 3 months billing based on the prior actual billing over the last 12 months.

General Legal

900. Business Purpose: Customer warrants and represents that the Equipment under this Agreement will be used for business purposes and not for personal, household or family purposes or other uses deemed illegal or infringing on the copyrights of others. Customer also warrants Equipment will be used directly by the Customer and will not be made available for resale without the express written consent of KMBS.

901. Assignment: Customer may not assign this Agreement without KMBS's express written consent. KMBS may assign, without notice to Customer, any of its rights under this Agreement.

902. 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 Konica Minolta Business Solutions U.S.A., Inc., 100 Williams Dr., Ramsey, NJ 07446, Attention: Contracts Department.

903. 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, OR MAINTENANCE, AND EXPRESSLY DISCLAIMS AND CUSTOMER WAIVES ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

904. LIMITATIONS ON RECOVERY: CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE REPAIR OF THE EQUIPMENT OR REPLACEMENT OF A NONCONFORMING PART, AT THE OPTION OF KMBS. THE PARTIES WAIVE THEIR RESPECTIVE RIGHTS TO SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO SERVICES PROVIDED UNDER THIS AGREEMENT, 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. THE PARTIES RESERVE THE RIGHT TO RECOVER CONTRACT DAMAGES ALLOWED VIA THIS AGREEMENT. KMBS'S LIABILITY UNDER THIS AGREEMENT IS LIMITED TO DAMAGES ON THE COST OF ALTERNATE MAINTENANCE SERVICES AND/OR CONSUMABLES PURCHASED BY THE CUSTOMER. THE PARTIES AGREE ANY CLAIM MUST BE BROUGHT WITHIN ONE YEAR AFTER THE ALLEGED DAMAGES ARE INCURRED.

905. Applicable Law: This Agreement shall be governed by the laws of the State of New Jersey 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. Customer further agrees to litigate any dispute concerning this matter in the federal or state courts in the State of New Jersey, consents to jurisdiction in that forum and waives the right to jury trial.

906. 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, labor dispute, or any other occurrence beyond its reasonable control.

907. Waiver and Severability: 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. 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.

908. Original Document: This Agreement may be executed in any number of counterparts and each fully executed counterpart shall be deemed an original. The parties agree (a) that facsimile or

electronic signature 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. In any legal proceeding relating to this Agreement, the parties waive their right to raise any defense based on the execution of this Agreement in counterparts; or the delivery of such executed counterparts by copy, facsimile, or electronic delivery; or KMBS's acceptance of orders electronically.

909. Entire Agreement: This is the entire agreement between Customer and KMBS on the subject matter hereof 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.


910. Sellers Agent: Customer is advised no employee, representative or agent of KMBS has authority to bind KMBS to commitments not specifically set forth in this agreement.


911. Modification of Original Terms and Conditions: Any mutually agreed modifications are to be specified in the comments of the contract or by a duly executed amendment to this Agreement.

912. Indemnification: Customer shall bear all risk of theft, loss, or damage not caused by KMBS employees or agents, to all Equipment delivered and accepted 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 attorney's fees) arising out of Customer's use of the equipment, including but not limited to liabilities arising from illegal use of KMBS equipment as well as bodily injury, including death, or property damage to any person, unless said injuries, death or property damage was caused solely as the result of KMBS's gross negligence or willful misconduct.

Tax-Exempt Lease/Purchase Agreement

APPLICATION NO
2867053

ACCEPTED BY LESSOR:		
FULL LEGAL NAME KONICA MINOLTA PREMIER FINANCE		
STREET ADDRESS 1310 Madrid Street, Suite 101		
CITY Marshall	STATE MN	ZIP 56258
SIGNATURE 		DATE
PRINT NAME Jamie Moua		
TITLE <i>Leasing Specialist</i>	TELEPHONE NUMBER 800-328-5371	

AGREED TO BY LESSEE:		
FULL LEGAL NAME LEMONT TOWNSHIP HIGH SCHOOL DISTRICT 210		
STREET ADDRESS 800 PORTER ST		
CITY LEMONT	STATE IL	ZIP 60439
SIGNATURE 		DATE 7-27-22
PRINT NAME KEN PARCHEM		
TITLE CSBO	TELEPHONE NUMBER 630-257-5838	

AGREEMENT: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor all the Property described in Property Schedule incorporated herein by reference, upon the terms and conditions set forth herein and as supplemented by the terms and conditions set forth in the Property Schedule. This Tax-Exempt Lease/Purchase Agreement together with the Property Schedule shall be defined as the "Agreement."

LEASE TERM: The Lease Term of the Property listed in the Property Schedule (the "Lease Term") shall commence upon the commencement date of the Property Schedule (the "Commencement Date"). The Lease Term shall consist of an original term (the "Original Term"), commencing on such Commencement Date and continuing through the end of Lessee's then-current fiscal year, and a series of successive renewal terms (each, a "Renewal Term"), each contemporaneous with Lessee's budget year with the final Renewal Term ending as provided in the Property Schedule. This Agreement cannot be canceled or terminated by Lessee except as expressly provided herein. This Agreement is a triple net lease.

LEASE PAYMENTS: Lessee shall pay rent to Lessor for the Property in the amounts, and on the dates specified, in the Property Schedule. Lessor and Lessee intend that the obligation of Lessee to pay Lease Payments hereunder shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

NO OFFSET: SUBJECT TO THE RIGHT TO NON-APPROPRIATE, SET FORTH BELOW, THE OBLIGATIONS OF LESSEE TO PAY THE LEASE PAYMENTS DUE UNDER THE PROPERTY SCHEDULE AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS OR ACTIONS AGAINST ANY VENDOR. Lessee shall pay when due all taxes, fees and governmental charges assessed or levied against or with respect to the Property.

LATE CHARGES: Lessee shall pay a late charge of five cents per dollar or the highest amount permitted by applicable law, whichever is lower, on all delinquent Lease Payments and interest on said delinquent amounts from the date such amounts were due until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

MAINTENANCE OF PROPERTY: At all times during the Lease Term, Lessee shall, at Lessee's own cost and expense, maintain, preserve, and keep the Property in good working order, and condition, and from time to time make or cause to be made all necessary and proper repairs, replacements, and renewals to the Property, which shall become part of the Property. The Property is and will remain personal property.

INSURANCE OF PROPERTY: All risk of loss to the Property shall be borne by the Lessee. At all times during the Lease Term, Lessee shall, at Lessee's own cost and expense, cause casualty, public liability, and property damage insurance to be carried and maintained (or shall provide Lessor with a certificate stating that adequate self-insurance has been provided) with respect to the Property, sufficient to protect the full replacement value of the Property and to protect from liability in all events for which insurance is customarily available. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. Any insurance policy to be carried and maintained pursuant to this Agreement shall be so written or endorsed as to make losses, if any, payable to Lessee and Lessor as their respective interests may appear. All such liability insurance shall name Lessor as an additional insured. Each insurance policy carried and maintained pursuant to this Agreement shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially or adversely to the interest of the Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such change of status.

QUIET ENJOYMENT AND TERMINATION OF LESSOR'S INTEREST: To secure Lessee's obligations hereunder, Lessor is granted a security interest in the Property, including substitutions, repairs, replacements and renewals, and the proceeds thereof, which is a first lien thereon. Lessee hereby authorizes Lessor to file all financing statements which Lessor deems necessary or appropriate to establish, maintain and perfect such security interest. Provided there does not exist an Event of Default or Nonappropriation Event, as defined herein, the Lessee shall have the right of quiet enjoyment of the Property throughout the Lease Term. If Lessee shall have performed all of its obligations and no default shall have occurred and be continuing under this Agreement, and this Agreement shall not have been earlier terminated with respect to the Property, then, at the end of the Lease Term with respect to any item of Property, Lessor's interest in such Property shall terminate. Unless otherwise required by law, title to the Property shall be in the name of Lessee, subject to Lessor's interest hereunder.

TAX EXEMPTION: The parties contemplate that interest payable under this Agreement will be excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). The tax-exempt status of this Agreement provides the inducement for the Lessor to offer financing at the interest rate set forth herein. Therefore, should this Agreement be deemed by any taxing authority not to be exempt from taxation, Lessee agrees that the interest rate shall be adjusted, as of the date of loss of tax exemption, to an interest rate calculated to provide Lessor or its assignee an after tax yield equivalent to the tax exempt rate and Lessor shall notify Lessee of the taxable rate. Provided, however, that the provision of the preceding sentence shall apply only upon a final determination that the interest payments are not excludable from gross income under Section 103(a) of the Code, and shall not apply if the determination is based upon the individual tax circumstances of the Lessor, or a finding that the party seeking to exclude such payments from gross income is not the owner and holder of the obligation under the Code.

REPRESENTATIONS AND WARRANTIES OF LESSEE: Lessee hereby represents and warrants to Lessor that: (a) Lessee is a State, possession of the United States, the District of Columbia, or political subdivision thereof as defined in Section 103 of the Code and Treasury Regulations and Rulings related thereto, and if Lessee is incorporated, it is duly organized and existing under the Constitution and laws of its jurisdiction of incorporation and will do or cause to be done all things necessary to preserve and keep such organization and existence in full force and effect; (b) Lessee has been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body (which resolution, if requested by Lessor, is attached hereto), to execute and deliver this Agreement and to carry out its obligations hereunder; (c) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (d) the Property will be used by Lessee only for essential governmental or proprietary functions of Lessee.

consistent with the scope of Lessee's authority and will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use. Lessee's need for the Property is not expected to diminish during the term of the Agreement; (e) Lessee has funds available to pay Lease Payments until the end of its current appropriation period, and it intends to request funds to make Lease Payments in each appropriation period, from now until the end of the term of this Agreement; (f) Lessee shall comply at all times with all applicable requirements of the Code, including but not limited to the registration and reporting requirements of Section 149, to maintain the federal tax-exempt status of the Agreement, and Lessee shall maintain a system with respect to this Agreement, which tracks the name, and ownership interest of each assignee who has both the responsibility for administration of, and ownership interest in this Agreement; (g) Lessee's exact legal name is as set forth on the first page of this Agreement. Lessee will not change its legal name in any respect without giving thirty (30) days prior written notice to Lessor.

RISK OF LOSS COVENANTS: Lessee shall not be required to indemnify or hold Lessor harmless against liabilities arising from the Agreement. However, as between Lessor and Lessee, and to the extent permitted by law, Lessee shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Property, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after Lessee has surrendered possession of the Property in accordance with the terms of the Agreement to Lessor or that arise directly from the gross negligence or willful misconduct of the Lessor.

NON-APPROPRIATION: If sufficient funds are not appropriated to make Lease Payments under this Agreement (such failure to appropriate, a "Nonappropriation Event"), this Agreement shall terminate and Lessee shall not be obligated to make Lease Payments under this Agreement beyond the then current fiscal year for which funds have been appropriated. Upon such a Nonappropriation Event, Lessee shall, no later than the end of the fiscal year for which Lease Payments have been appropriated, deliver possession of the Property to Lessor. If Lessee fails to deliver possession of the Property to Lessor, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the portion of Lease Payments thereafter coming due that is attributable to the number of days after the termination during which the Lessee fails to deliver possession and for any other loss suffered by Lessor as a result of Lessee's failure to deliver possession as required. Lessee shall notify Lessor in writing within seven (7) days after the failure of the Lessee to appropriate funds sufficient for the payment of the Lease Payments, but failure to provide such notice shall not operate to extend the Lease Term or result in any liability to Lessee. A Nonappropriation Event shall not constitute an Event of Default hereunder.

ASSIGNMENT BY LESSEE: Without Lessor's prior written consent, Lessee may not, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of the Property, this Agreement or any interest therein.

ASSIGNMENT BY LESSOR: Lessor may assign, sell or encumber all or any part of this Agreement, the Lease Payments and any other rights or interests of Lessor hereunder without the necessity of providing notice to or obtaining the consent of Lessee; provided that Lessee shall have no obligation to make payments to any assignee unless and until Lessee has received notice of the name, address and tax identification number of the assignee. The initial Lessor or its assignee(s) shall maintain a register of all assignees of this Agreement. To the extent permitted by applicable law, such assignees may include trust agents for the benefit of holders of certificates of participation. Lessee agrees that if Lessor sells, assigns or transfers this Agreement, Lessor's assignee will have the same rights and benefits that Lessor has now and will not have to perform any of Lessor's obligations. Lessee agrees that Lessor's assignee will not be subject to any claims, defenses, or offsets that Lessee may have against Lessor.

EVENTS OF DEFAULT: Lessee shall be in default under this Agreement upon the occurrence of any of the following events or conditions ("Events of Default"), unless such Event of Default shall have been specifically waived by Lessor in writing: (a) default by Lessee in payment of any Lease Payment or any other indebtedness or obligation now or hereafter owed by Lessee to Lessor under this Agreement or in the performance of any obligation, covenant or liability contained in this Agreement and the continuance of such default for ten (10) consecutive days after written notice thereof by Lessor to Lessee, or (b) any warranty, representation or statement made or furnished to Lessor by or on behalf of Lessee proves to have been false in any material respect when made or furnished, or (c) actual or attempted sale, lease or encumbrance of any of the Property, or the making of any levy, seizure or attachment thereof or thereon, or (d) dissolution, termination of existence, discontinuance of the Lessee, insolvency, business failure, failure to pay debts as they mature, or appointment of a receiver of any part of the property of, or assignment for the benefit of creditors by the Lessee, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement laws by or against the Lessee.

REMEDIES OF LESSOR: Upon the occurrence of any Event of Default and at any time thereafter, Lessor may, without any further notice, exercise one or more of the following remedies as Lessor in its sole discretion shall elect: (a) terminate the Agreement and all of Lessee's rights hereunder as to any or all items of Property; (b) require Lessee, at Lessee's expense, to return any or all items of Property wherever found to Lessor at such place within the United States as Lessor may designate, and for this purpose Lessor may enter upon Lessee's premises where any item of Property is located and remove such item of Property free from all claims of any nature whatsoever by Lessee and Lessor may thereafter dispose of the Property; provided, however, that any proceeds from the disposition of the Property in excess of the sum required to (i) pay to Lessor an amount equal to the total unpaid principal component of Lease Payments under the Property Schedule, including principal component not otherwise due until future fiscal years, (ii) pay any other amounts then due under the Property Schedule and this Agreement, and (iii) pay Lessor's costs and expenses associated with the disposition of the Property and the Event of Default (including attorney's fees), shall be paid to Lessee or such other creditor of Lessee as may be entitled thereto, and further provided that no deficiency shall be allowed against Lessee, except with respect to Lessor's costs and expenses associated with disposition of the Property; (c) proceed by appropriate court action or actions to enforce performance by Lessee of its obligations hereunder or to recover damages for the breach hereof or pursue any other remedy available to Lessor at law or in equity or otherwise; (d) declare all unpaid Lease Payments and other sums payable hereunder during the current fiscal year of the Lease Term to be immediately due and payable without any presentment, demand or protest and / or take any and all actions to which Lessor shall be entitled under applicable law. No right or remedy herein conferred upon or reserved to Lessor is exclusive of any right or remedy herein or at law or in equity or otherwise provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time. Lessee and Lessor hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement.

COSTS AND ATTORNEY FEES: Upon the occurrence of an Event of Default by Lessee in the performance of any term of this Agreement, Lessee agrees to pay to Lessor or reimburse Lessor for, in addition to all other amounts due hereunder, all of Lessor's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to Lessee, shall be secured by this Agreement until paid and shall bear interest at the rate of 12% per annum or the maximum amount permitted by law, whichever is less. In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial or on appeal of such suit or action or in any bankruptcy proceeding, in addition to all other sums provided by law.

NOTICES: All notices, and other communications provided for herein shall be deemed given when delivered or mailed by certified mail, postage prepaid, addressed to Lessor or Lessee at their respective addresses set forth herein or such other addresses as either of the parties hereto may designate in writing to the other from time to time for such purpose.

AMENDMENTS: This Agreement may not be amended except in writing signed by both parties.

CONSTRUCTION: This Agreement shall be governed by and construed in accordance with the laws of the Lessee's State. Titles of sections of this Agreement are for convenience only and shall not define or limit the terms or provisions hereof. Time is of the essence under this Agreement. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. This Agreement may be simultaneously executed in counterparts, each shall be an original with all being the same instrument.

Property Schedule to Tax-Exempt Lease/Purchase Agreement

This Property Schedule is entered into pursuant to the Tax-Exempt Lease/Purchase Agreement between Lessor and Lessee.

1. Entire Agreement; Interpretation: The terms and conditions of the Tax-Exempt Lease/Purchase Agreement (the "Agreement") are incorporated herein. The Agreement, this Property Schedule and the associated documents hereto constitute the entire agreement between Lessor and Lessee with respect to the Property and supersede any purchase order, invoice, request for proposal, response or other related document.
2. Commencement Date: The Commencement Date of this Property Schedule is the date that Lessor pays Vendor for the Property.
3. Property Description: The Property subject to this Property Schedule is described in Exhibit A, attached hereto. It includes all replacements, parts, repairs, additions, accessions and accessories incorporated therein or affixed or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.
4. Term and Payments: Lease Term and Lease Payments are per the attached Exhibit B Amortization and Lease Payment Schedule. If the parties enter into an escrow agreement for the acquisition of the Property, then the escrow agreement shall be attached hereto as Exhibit F. In lieu of the Acceptance Date for commencement of Lease Payments, the date of deposit of the Property Cost into the escrow by Lessor shall be used. Lessee shall have the option to prepay the Lease Payments due under this Property Schedule by paying the Termination Amount shown in the attached Amortization and Lease Payment Schedule, plus any other amounts due and owing at the time of prepayment, subject to per diem adjustment.
5. Certificate of Acceptance: Attached as Exhibit C, hereto.
6. Expiration: Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Agreement (including this Property Schedule and all ancillary documents) are not received by Lessor at its place of business by 5/5/2022.
7. Property Cost: The total principal amount under this Property Schedule for the acquisition cost of the Property is \$63511.37.
8. Lessee's General and Incumbency Certificate: Lessee has provided the Lessee's General and Incumbency Certificate in the form attached as Exhibit D, hereto.
9. Lessee's Counsel's Opinion: If required by Lessor, Lessee has provided the opinion of its legal counsel substantially in the form as attached as Exhibit E, hereto.
10. Private Activity Issue: Lessee understands that among other things, in order to maintain the exclusion of the interest component of Lease Payments from gross income for federal income tax purposes, it must limit and restrict the rights private businesses (including, for this purpose, the federal government and its agencies and organizations described in the Code § 501(c)(3)) have to use the Property. Each of these requirements will be applied beginning on the later of the Commencement Date or date each portion of the Property is placed in service and will continue to apply until earlier of the end of the economic useful life of the Property or the date the Agreement or any tax-exempt obligation issued to refund the Property Schedule is retired (the "Measurement Period").

Lessee will comply with the requirements of Section 141 of the Code and the regulations thereunder which provide restrictions on special legal rights that users other than Lessee or a state or local government or an agency or instrumentality of a state or a local government (an "Eligible User") may have to use the Property. For this purpose, special legal rights may arise from a management or service agreement, lease, research agreement or other arrangement providing any entity except an Eligible User the right to use the Property. Any use of the Property by a user other than an Eligible User is referred to herein as "Non-Qualified Use".

Throughout the Measurement Period, all of the Property is expected to be owned by Lessee. Throughout the Measurement Period, Lessee will not permit the Non-Qualified Use of the Property to exceed 10%.

11. Bank Qualification: Lessee designates this Agreement and Property Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year this Agreement and Property Schedule was funded, in an amount not exceeding \$10,000,000.

KWP
Lessee initial here, if Bank Qualification is applicable.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives.

KONICA MINOLTA PREMIER FINANCE

Lessor

Signature

Jamie Moya

Date

Print Name

Leasing Specialist

Title

LEMONT TOWNSHIP HIGH SCHOOL DISTRICT 210

Lessee

Signature

X [Signature]

Date

7-27-22

Print Name

KEN PARCHEM

Title

CSBO

Attest By Signature

*X Donna Wall**Donna Wall*

Donna Wall

IT Director

Print Name

Title

APPLICATION NO.
2867053

VENDOR
KONICA MINOLTA BUSINESS SOLUTIONS

ZIP
60515[illegible]

X Kuntal
SIGNATURE

CSBO

TITLE

7-27-22

DATED

Exhibit B

APPLICATION NO.

2867053

Amortization and Lease Payment Schedule**Term:** 60 months**Payment Structure:** MONTHLY**Interest Rate:** 5.08%

If the Lease Payment Dates are not defined in this Amortization and Lease Payment Schedule, the first Lease Payment shall be due 30 days after the Commencement Date and each subsequent Lease Payment shall be due monthly thereafter.

Payment No.	Lease Payment	Interest Portion	Principal Portion	Outstanding Balance	Termination Amount (After Making Said Payment)
BEGINNING BALANCE				63,511.37	
1	1,201.00	269.11	931.89	62,579.48	64,456.86
2	1,201.00	265.16	935.84	61,643.64	63,492.95
3	1,201.00	261.19	939.81	60,703.83	62,524.94
4	1,201.00	257.21	943.79	59,760.04	61,552.84
5	1,201.00	253.21	947.79	58,812.25	60,576.62
6	1,201.00	249.20	951.80	57,860.45	59,596.26
7	1,201.00	245.16	955.84	56,904.61	58,611.75
8	1,201.00	241.11	959.89	55,944.72	57,623.06
9	1,201.00	237.05	963.95	54,980.77	56,630.19
10	1,201.00	232.96	968.04	54,012.73	55,633.11
11	1,201.00	228.86	972.14	53,040.59	54,631.81
12	1,201.00	224.74	976.26	52,064.33	53,626.26
13	1,201.00	220.60	980.40	51,083.93	52,616.45
14	1,201.00	216.45	984.55	50,099.38	51,602.36
15	1,201.00	212.28	988.72	49,110.66	50,583.98
16	1,201.00	208.09	992.91	48,117.75	49,561.28
17	1,201.00	203.88	997.12	47,120.63	48,534.25
18	1,201.00	199.66	1,001.34	46,119.29	47,502.87
19	1,201.00	195.41	1,005.59	45,113.70	46,467.11
20	1,201.00	191.15	1,009.85	44,103.85	45,426.97
21	1,201.00	186.87	1,014.13	43,089.72	44,382.41
22	1,201.00	182.58	1,018.42	42,071.30	43,333.44
23	1,201.00	178.26	1,022.74	41,048.56	42,280.02
24	1,201.00	173.93	1,027.07	40,021.49	41,222.13
25	1,201.00	169.58	1,031.42	38,990.07	40,159.77
26	1,201.00	165.21	1,035.79	37,954.28	39,092.91
27	1,201.00	160.82	1,040.18	36,914.10	38,021.52

28	1,201.00	156.41	1,044.59	35,869.51	36,945.60
29	1,201.00	151.98	1,049.02	34,820.49	35,865.10
30	1,201.00	147.54	1,053.46	33,767.03	34,780.04
31	1,201.00	143.08	1,057.92	32,709.11	33,690.38
32	1,201.00	138.59	1,062.41	31,646.70	32,596.10
33	1,201.00	134.09	1,066.91	30,579.79	31,497.18
34	1,201.00	129.57	1,071.43	29,508.36	30,393.61
35	1,201.00	125.03	1,075.97	28,432.39	29,285.36
36	1,201.00	120.47	1,080.53	27,351.86	28,172.42
37	1,201.00	115.89	1,085.11	26,266.75	27,054.75
38	1,201.00	111.30	1,089.70	25,177.05	25,932.36
39	1,201.00	106.68	1,094.32	24,082.73	24,805.21
40	1,201.00	102.04	1,098.96	22,983.77	23,673.28
41	1,201.00	97.39	1,103.61	21,880.16	22,536.56
42	1,201.00	92.71	1,108.29	20,771.87	21,395.03
43	1,201.00	88.01	1,112.99	19,658.88	20,248.65
44	1,201.00	83.30	1,117.70	18,541.18	19,097.42
45	1,201.00	78.56	1,122.44	17,418.74	17,941.30
46	1,201.00	73.81	1,127.19	16,291.55	16,780.30
47	1,201.00	69.03	1,131.97	15,159.58	15,614.37
48	1,201.00	64.23	1,136.77	14,022.81	14,443.49
49	1,201.00	59.42	1,141.58	12,881.23	13,267.67
50	1,201.00	54.58	1,146.42	11,734.81	12,086.85
51	1,201.00	49.72	1,151.28	10,583.53	10,901.04
52	1,201.00	44.84	1,156.16	9,427.37	9,710.19
53	1,201.00	39.95	1,161.05	8,266.32	8,514.31
54	1,201.00	35.03	1,165.97	7,100.35	7,313.36
55	1,201.00	30.09	1,170.91	5,929.44	6,107.32
56	1,201.00	25.12	1,175.88	4,753.56	4,896.17
57	1,201.00	20.14	1,180.86	3,572.70	3,679.88
58	1,201.00	15.14	1,185.86	2,386.84	2,458.45
59	1,201.00	10.11	1,190.89	1,195.95	1,231.83
60	1,201.00	5.05	1,195.95	0.00	0.00
	72,060.00	8,548.63	63,511.37		

This Amortization and Lease Payment Schedule is hereby verified as correct by the undersigned, who acknowledges receipt of a copy.

LESSEE ACCEPTANCE

LEMONT TOWNSHIP HIGH SCHOOL
DISTRICT 210
NAME OF LESSEE

X

SIGNATURE

Kendall R

CSBO

TITLE

7-27-22

DATED

Exhibit CAPPLICATION NO.
2867053**Certificate of Acceptance**

This Certificate of Acceptance is pursuant to Tax-Exempt Lease/Purchase Agreement dated as of _____ and the related Property Schedule, between Lessor and Lessee (the "Agreement").

1. **Property Acceptance.** Lessee hereby certifies and represents to Lessor that the Property referenced in the Agreement has been acquired, made, delivered, installed and accepted as of the date indicated below. Lessee has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes. Lessee will immediately begin making Lease Payments in accordance with the times and amounts specified herein. LESSOR MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE STATE OF TITLE THERETO OR ANY COMPONENT THEREOF, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND LESSOR HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE PROPERTY IS LEASED TO LESSEE "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY LESSEE.

2. **Billing Address.** If billing address differs from the address listed on the Tax-Exempt Lease/Purchase Agreement please list below:

BILLING NAME			
STREET ADDRESS	CITY	STATE	ZIP

IN WITNESS WHEREOF, Lessee has caused this Certificate of Acceptance to be executed by their duly authorized representative.

7-25-2022
Acceptance Date

LEMONT TOWNSHIP HIGH SCHOOL DISTRICT 210

Lessee

X Donna Wall

Signature

Donna Wall IT Director

Print Name

Title

Exhibit D

APPLICATION NO.

2867053

Lessee's General and Incumbency Certificate**GENERAL CERTIFICATE**

Re: Tax-Exempt Lease/Purchase Agreement and Property Schedule dated as of _____, between LEMONT TOWNSHIP HIGH SCHOOL DISTRICT 210, as Lessee ("Lessee") and KONICA MINOLTA PREMIER FINANCE as Lessor.

The undersigned, being the duly elected, qualified and acting official of Lessee holding the title stated in the signature line below, does hereby certify as of the date of this Certificate and the date of the Agreement (as defined below), as follows:

1. If required by applicable law, Lessee did, at a meeting of the governing body of the Lessee, by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule") and the Tax-Exempt Lease/Purchase Agreement (the "Agreement") by the undersigned.
2. If the aforementioned meeting(s) was required by applicable law, the meeting(s) of the governing body of the Lessee at which the Agreement and the Property Schedule were approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Agreement and the Property Schedule and authorizing the execution thereof has not been altered or rescinded. All meetings required by applicable law of the governing body of Lessee relating to the authorization and delivery of Agreement and the Property Schedule have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State.
3. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Agreement) exists at the date hereof with respect to this Property Schedule under the Agreement.
4. The acquisition of all of the Property under the Agreement and the Property Schedule has been duly authorized by the governing body of Lessee.
5. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year under the Agreement and the Property Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.
6. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Agreement or the Property Schedule or of other agreements similar to the Agreement; (b) questioning the authority of Lessee to execute the Agreement or the Property Schedule, or the validity of the Agreement or the Property Schedule, or the payment of principal or of interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Agreement and the Property Schedule.

IN WITNESS WHEREOF, the undersigned has signed this Certificate on the date stated below.

LEMONT TOWNSHIP HIGH SCHOOL
DISTRICT 210

Lessee



CSBO

Signature of Person to Sign Agreement

Print Title of Person to Sign Agreement

KEN PARCHEM

Print Name of Person to Sign Agreement

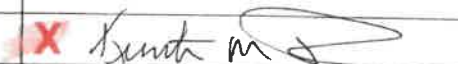
Print Date that Above Person Signed this Certificate

INCUMBENCY CERTIFICATE

Re: Tax-Exempt Lease/Purchase Agreement and Property Schedule dated as of _____, between LEMONT TOWNSHIP HIGH SCHOOL DISTRICT 210, as Lessee ("Lessee") and KONICA MINOLTA PREMIER FINANCE as Lessor ("Agreement").

The undersigned, being the duly elected, qualified and acting Secretary, Clerk, or other duly authorized official or signatory of the Lessee does hereby certify, as of the date of this Certificate and the date of the Agreement (as defined in the General Certificate above), as follows:

As of the date of the meeting(s) of the governing body of the Lessee at which the above-referenced Agreement and the Property Schedule were approved and authorized to be executed, and as of the date hereof, the below-named representative of the Lessee held and holds the office set forth below, and the signature set forth below is his/her true and correct signature.

NAME OF PERSON SIGNING AGREEMENT	TITLE OF PERSON SIGNING AGREEMENT	SIGNATURE OF PERSON SIGNING AGREEMENT
KEN PARCHEM	CSBO	

IN WITNESS WHEREOF, the undersigned has signed this Certificate on the date stated below.



IT Director

Signature of Secretary, Clerk or other duly authorized official or signatory of Lessee (Cannot be same as Person Signing Agreement)

Print Title of Person who signed this Certificate

Print Name of Person Signing this Certificate

Donna Wall

03-02-2022

Print Date that Above Person Signed this Certificate

Tax-Exempt Lease/Purchase Agreement

APPLICATION NO.

2867053

SERVICES AND SUPPLIES RIDER

This Services and Supplies Rider is entered into as of _____, 2022 (the "Rider"), between KONICA MINOLTA BUSINESS SOLUTIONS ("Vendor"), LEMONT TOWNSHIP HIGH SCHOOL DISTRICT 210 ("Lessee") and KONICA MINOLTA PREMIER FINANCE ("Lessor").

WHEREAS, Lessor and Lessee have entered into that certain Property Schedule, pursuant to the Tax-Exempt Lease/Purchase Agreement, dated as of _____, 20____ (the "Lease"), for the lease/purchase of certain property identified therein (the "Property");

WHEREAS, the Property is being acquired from Vendor for the lease/purchase to Lessee under the Lease;

WHEREAS, Lessee has the obligation to maintain the Property under the Lease;

WHEREAS, Lessee wished to engage Vendor to provide certain services and supplies, set forth in Appendix A, hereto (the "Services and Supplies") for the compensation from Lessee to Vendor as set forth in Appendix A (the "Service and Supply Payments");

WHEREAS, Lessee and Vendor wish for Lessor to invoice Lessee for the Service and Supply Payments with the invoicing of the Lease Payments under the Lease, as well as to receive such Service and Supply Payments and forward the same to Vendor; and

WHEREAS, Lessor is willing to invoice the Service and Supply Payments with the invoicing of the Lease Payments under the Lease, as well as to receive such Service and Supply Payments and forward the same to Vendor subject to the terms and conditions of this Rider.

NOW THEREFORE, Vendor, Lessee and Lessor agree as follows:

1. Vendor and Lessee represent and warrant that the description of the Services and Supplies and the Service and Supply Payments attached hereto in Appendix A are true and correct. Vendor and Lessee covenant that Lessor shall be provided with a written copy of any amendment of such Services and Supplies and Service and Supply Payments. Vendor and Lessee agree and understand that Lessor shall be invoicing the Service and Supply Payments solely from the written information provided by Vendor and Lessee.
2. Subject to the terms and conditions of this Rider, Lessor agrees to bill and collect on behalf of Vendor the Service and Supply Payments as set forth in Appendix A, and any sales tax due thereon, on the dates and with the invoicing of the Lease Payments. Lessor will report and remit all sales tax collected on the Service and Supply Payments to the taxing authorities in Lessor's name and will remit to Vendor the Service and Supply Payments actually collected by Lessor on a daily basis (not including weekends or holidays). Payments to Vendor shall be made in accordance with the written instructions on file with Lessor by Vendor. Vendor remains responsible for any income tax on its monthly receipts. Lessor shall not invoice other amounts for Service and Supply Payments absent written instruction signed by Vendor and Lessee agreeing to the revised Service and Supply Payments amounts. Vendor, at Vendor's option, may bill Lessee for overage charges in which case any reference to meter readings or overage charges in Appendix A shall not apply.
3. If the amounts received by Lessor from the Lessee are less than the total of the Lease Payments, the Service and Supply Payments and other amounts due under the Lease, Lessor shall apply and remit monies actually collected in the following order: (i) past due Lease Payments; (ii) current Lease Payments; (iii) past due Lessor fees and surcharges (excluding late fees); (iv) past due Service and Supply Payments; (v) current Lessor fees and surcharges (excluding late fees); (vi) current Service and Supply Payments; (vii) past due Lessor late fees; and, (viii) current Lessor late fees. Any sales tax due shall be applied at the time of the respective charges for which the sales tax is applicable. Lessor reserves the right to adjust how Lessor will apply and remit monies. Any adjustment to how Lessor will apply and remit collected monies shall be communicated to Vendor.
4. Lessor shall use commercially reasonable efforts to collect Service and Supply Payments on behalf of Vendor. If Lessor is unable to collect a Lease Payment or a Service and Supply Payment from Lessee, or if there has been a default by Lessee under the Lease, Lessor may request that Vendor assume billing and collection of the Service and Supply Payment due, including collecting, reporting and remitting (in Vendor's name) any sales or other taxes due thereon.
5. Lessee agrees and understands that Lessor is not providing any of the Services or Supplies and Lessee shall look solely to Vendor to provide said Services and Supplies. Lessee agrees and understands that notwithstanding the engagement of Vendor to provide Services and Supplies with respect to the Property that is under the Lease, and as between Lessee and Lessor, Lessee shall continue to be obligated to provide for the maintenance of the Property in accordance with the terms and conditions of the Lease.
6. LESSEE AGREES AND UNDERSTANDS THAT, SUBJECT TO THE RIGHT TO NONAPPROPRIATE, THE OBLIGATIONS OF LESSEE TO PAY THE LEASE PAYMENTS DUE UNDER THE LEASE AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN THE LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DISPUTES THAT MIGHT ARISE BETWEEN THE PARTIES UNDER THIS RIDER.
7. With prior written notice, any of the parties may terminate this Rider, in which event Lessor shall provide a written accounting of the receipt and remittal of Service and Supply Payments as of the date of said termination. Any attempt by Vendor to assign or convey its rights or obligations under this Rider without Lessor's consent shall be deemed a termination of this Rider by Vendor.

Tax-Exempt Lease/Purchase Agreement

APPLICATION NO
2867053

Addendum (ILLINOIS)

THIS ADDENDUM, which is entered into between KONICA MINOLTA PREMIER FINANCE ("Lessor") and LEMONT TOWNSHIP HIGH SCHOOL DISTRICT 210 ("Lessee"), is intended to modify and supplement the Property Schedule (the "Property Schedule") to the Tax-Exempt Lease/Purchase Agreement between Lessor and Lessee dated as of _____ (the "Agreement"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

1. The Agreement is amended and restated with respect to the Property Schedule as follows:

(a) Notwithstanding anything to the contrary set forth in the Agreement, title to the Property subject to the Property Schedule shall remain in Lessor during the Lease Term for the Property Schedule, subject to Lessee's rights under the Property Schedule.

(b) The Section entitled "QUIET ENJOYMENT AND TERMINATION OF LESSOR'S INTEREST" is amended to read as follows:

"QUIET ENJOYMENT: Provided there does not exist an Event of Default or Nonappropriation Event, as defined herein, the Lessee shall have the right of quiet enjoyment of the Property throughout the Lease Term."

2. In addition to the representations, warranties and covenants of Lessee set forth in the Agreement, Lessee, as of the Commencement Date for the Property Schedule, represents, warrants and covenants for the benefit of Lessor as follows:

(a) If Lessee is a county, the debt limitations applicable to Lessee, including but not limited to the limitations imposed by Ill. Ann. Stat. Ch. 55, §§5-1012, 5/5-1083 (which provide in substance that the total amount of Lease Payments payable under the Property Schedule, when aggregated with existing indebtedness, may not exceed 5.75 percent of the value of the taxable property of Lessee), have not been exceeded and will not be exceeded as a result of Lessee entering into the Property Schedule attach computation of such test.

(b) If Lessee is a municipality, the debt limitations applicable to Lessee, including but not limited to the limitations imposed by Ill. Ann. Stat. Ch. 65, §5/11-61-3 (which provides in substance that the total amount of Lease Payments payable under the Property Schedule, when aggregated with existing indebtedness, may not exceed 8.625 percent of the value of the taxable property of Lessee), have not been exceeded and will not be exceeded as a result of Lessee entering into the Property Schedule attach computation of such test.

(c) If Lessee is a school district, any debt limitations applicable to Lessee, including but not limited to the limitations imposed by Ill. Ann. Stat. Ch. 105, §5/19-1 have not been exceeded and will not be exceeded as a result of Lessee entering into the Property Schedule attach computation of such test; and the Property Schedule has been approved by two-thirds of the members of the governing body of Lessee.

(d) If Lessee is a fire district, any debt limitations applicable to Lessee, including but not limited to the limitations imposed by Ill. Ann. Stat. Ch. 70, §705/12 have not been exceeded and will not be exceeded as a result of Lessee entering into the Property Schedule attach computation of such test.

(e) If Lessee is a hospital district, any debt limitations applicable to Lessee, including but not limited to the limitations imposed by Ill. Ann. Stat. Ch. 70, §910/21.2 have not been exceeded and will not be exceeded as a result of Lessee entering into the Property Schedule attach computation of such test.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Addendum to be executed in their names by their duly authorized representatives.

KONICA MINOLTA PREMIER FINANCE

Lessor

Signature Jamie Moua Date _____
Print Name Jamie Moua Title Leasing Specialist

LEMONT TOWNSHIP HIGH SCHOOL DISTRICT 210

Lessee

X [Signature] 7-27-22
Signature Date
Ken Archer CSBO
Print Name Title

X Donna Wall Donna Wall
Attest By Signature

Donna Wall IT Director
Print Name Title

8. Vendor hereby agrees to indemnify, defend and hold harmless Lessor and its affiliates, agents, contractors, employees, officers and directors ("Lessor Indemnitees") from and against, any and all liabilities, obligations, losses, damages, penalties, claims actions, suits, costs, expenses and disbursements (including, without limitation, reasonable attorneys' fees and costs) of whatever kind or nature ("Claims") imposed or assumed by, incurred by or asserted against any Lessor Indemnitees related to or arising out of this Services and Supplies Rider.

9. This Rider constitutes the entire agreement between Vendor, Lessee and Lessor with respect to the Services and Supplies and the Service and Supply Payments and this Rider may not be amended except in writing signed by all parties. This Rider shall be governed by and construed in accordance with the laws of the Lessee's state. This Rider may be simultaneously executed in counterparts; each shall be an original with all being the same instrument.

IN WITNESS WHEREOF, Vendor, Lessor and Lessee have caused this Services and Supplies Rider to be executed in their names by their duly authorized representatives,

KONICA MINOLTA PREMIER FINANCE

Lessor

Signature

Jamie Moua

Jamie Moua
Print Name

Leasing Specialist
Title

KONICA MINOLTA BUSINESS SOLUTIONS

Vendor

Signature

X Kim M. D.

KEN PARCHEM
Print Name

CSBO
Title

LEMONT TOWNSHIP HIGH SCHOOL DISTRICT 210

Lessee

X

Signature

Print Name

Title

LEMONT TOWNSHIP HIGH SCHOOL DISTRICT 210

Attest

Signature

X Donna Wall *Donna Wall*

Donna Wall
Print Name

IT Director
Title

Appendix A

Description of Services and Supplies

Maintenance by Vendor during normal business hours, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and black toner and developer.

Description of Service and Supply Payments

60 Monthly Service and Supply Payments of \$ 1198.00

Service and Supply Payment includes UNLIMITED B&W Pages per month Overage Charge: \$ NA per B&W page billed monthly

Service and Supply Payment includes UNLIMITED Color Pages per month Overage Charge: \$ NA per Color page billed monthly

Overage Charges: Lessee shall provide periodic meter readings on the Property. If Lessee makes more than the applicable included pages in any period, Lessee agrees to pay an additional amount equal to the number of excess pages made during such period, multiplied by the applicable overage charge. Regardless of the number of pages made each period, Lessee will never pay less than the Service and Supply Payment amount.

Document Checklist

- ☐ **Tax-Exempt Lease/Purchase Agreement** – Execute signature block at the top of the first page of the Agreement.
- ☐ **Addendum to Tax-Exempt Lease/Purchase Agreement** – If required by Lessor, this document must be executed in the presence of an attester. The attesting witness does not have to be a notary but must be present at the time of execution. The attester will execute the signature block below the Lessee's signature block at the bottom right of the page. If computation is required, please submit a copy of the computation test with the addendum.
- ☐ **Property Schedule** – 1) If the transaction can be designated as a "bank qualified" transaction – one where Lessee reasonably anticipates not issuing more than \$10 million in tax-exempt obligations in a calendar year – **then you should initial the line under this section**; and 2) execute the signature block at the bottom of the page. This document must be executed in the presence of an attester. The attesting witness does not have to be a notary but must be present at the time of execution.
- ☐ **Property Description – Exhibit A** – Execute signature block at the bottom of the page.
- ☐ **Amortization and Lease Payment Schedule – Exhibit B** – Execute signature block at the bottom of the page.
- ☐ **Certificate of Acceptance – Exhibit C** – 1) if billing address is different than address shown on the Agreement, fill in billing information under # 2; 2) the date that all equipment is delivered, installed and accepted is the date that should be placed on the "ACCEPTANCE DATE" line; and 3) execute signature block at the bottom of the page.
- ☐ **Lessee's General and Incumbency Certificate – Exhibit D** – The General Certificate must be signed by the person signing the Agreement. The Incumbency Certificate must be signed by an officer other than the person signing the Agreement.
- ☐ **Lessee's Counsel's Opinion – Exhibit E** – If required by Lessor, this document will need to be executed by your attorney, dated, and placed on his/her letterhead.
- ☐ **Insurance Authorization and Verification** – To be filled out by Lessee and returned with the executed documents.
- ☐ **Notification of Tax Treatment** – Please provide your State Sales/Use tax Exemption Certificate, if applicable.
- ☐ **Form 8038-GC or G** – Blank form provided to Lessee. Please consult your local legal/bond counsel or tax consultant with questions.
- ☐ **Original Documents** – Lessor will require original documents, including original 8038 form, prior to funding.
- ☐ **Validation of Board Approval** – If required by Lessor, a copy of board minutes or board resolution should be provided showing approval of the contract.
- ☐ **Services and Supplies Rider** – If Lessee has requested that Lessor, as a convenience to Lessee, invoice Lessee for certain service and supply payments Lessee owes to Vendor, this document must be executed by Lessee in the presence of an attester. The attesting witness does not have to be a notary but must be present at the time of execution.

AUG 26 2022

Form **8038-GC**
(Rev. October 2021)
Department of the Treasury
Internal Revenue Service

**Information Return for Small Tax-Exempt
Governmental Bond Issues, Leases, and Installment Sales**

► Under Internal Revenue Code section 149(e)
Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.
► Go to www.irs.gov/Form8038GC for instructions and the latest information.


OMB No. 1545-0047

Part I Reporting Authority		Check box if Amended Return <input type="checkbox"/>	
1 Issuer's name Lemont Township High School		2 Issuer's employer identification number (EIN) 36-6004402	
3 Number and street (or P.O. box if mail isn't delivered to street address) 800 Porter Street		Room/suite	
4 City, town, or post office, state, and ZIP code Lemont Illinois 60439		5 Report number (For IRS Use Only) <div style="border: 1px solid black; width: 40px; height: 20px; display: inline-block;"></div> <div style="border: 1px solid black; width: 40px; height: 20px; display: inline-block;"></div> <div style="border: 1px solid black; width: 40px; height: 20px; display: inline-block;"></div>	
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information Ken Parchem CSBO		7 Telephone number of officer or legal representative	

Part II Description of Obligations		Check one box: <input checked="" type="checkbox"/> Single issue <input type="checkbox"/> Consolidated return	
8a Issue price of obligation(s) (see instructions)	8a	63,511.37	
b Issue date (single issue) or calendar date (consolidated). Enter date in MM/DD/YYYY format (for example, 01/01/2009) (see instructions) ► <u>8/31/22</u>			
9 Amount of the reported obligation(s) on line 8a that is:			
a For leases for vehicles	9a		
b For leases for office equipment	9b	63,511.37	
c For leases for real property	9c		
d For leases for other (see instructions)	9d		
e For bank loans for vehicles	9e		
f For bank loans for office equipment	9f		
g For bank loans for real property	9g		
h For bank loans for other (see instructions)	9h		
i Used to refund prior issue(s)	9i		
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j		
k Other	9k		
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box <input type="checkbox"/>			
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) <input type="checkbox"/>			
12 Vendor's or bank's name: <u>US BANK</u>			
13 Vendor's or bank's employer identification number: <u>31 0841368</u>			

**Signature
and
Consent**

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.



6-18-22

KEN PARCHEM, CSBO

Signature of issuer's authorized representative

Date

Type or print name and title

**Paid
Preparer
Use Only**

Pnnr/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name ►	Firm's EIN ►			
Firm's address ►	Phone no.			

Future Developments

For the latest information about developments related to Form 8038-GC and its instructions, such as legislation enacted after they were published, go to www.irs.gov/Form8038GC.

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Bonds.

Filing a separate return for a single issue.

Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate. See the instructions for line 11, later.

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that aren't reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.