B10 (Official Form 10) (4/98)	ISTRICT OF THINOIS PROOF OF CLAIM
	asc Number:
Name of Debtor	02-02490
K-Mart	the commencement of the
NOTE: This form should not be used to make a claim for an administrative expense case. A "request "Accipayment of an administrative expense may be filed pursuant case. A "request "Accipayment of an administrative expense may be filed pursuant case.	16 H U.S.C. § 503.5
Name of Creditor (The person or other entity to whom the debtor owes money or property):	Check box if you are aware that anyone else has filed a proof of claim relating to your claim. UNITED STATES BANKRUPTCY COURT Attach copy of statement giving ORTHERN DISTRICT OF ILLINOIS
Name and address where notice Broad and EANKRUPTCY ADM.	Check box if you have never MAR 2 2 2002
P.O. BOX 13708 MACON, GA 31208-3708	bankruptcy court in this case. The check box if the address different une the address on the envelope from the address on the envelope sent to you by the court. THE CAME BOOK OF USE ONLY
Telephone number: 1-800-480-6513	
Account or other number by which creditor identifies debtor:	Check here replaces
1 1 1 al ad	if this claim amends a previously filed claim, dated:
See Attached.	4-5-ed in 11 U.S.C. § 1114(a)
1. Basis for Claim	Retiree benefits as defined in 11 U.S.C. § 1114(a)
☐ Goods sold	Wages, salaries, and compensation (fill out below)
Services performed	Your SS #:
Money loaned	Unpaid compensation for services performed
Personal injury/wrongful death	
1 Taxes Executory Contract Unappredict	Qappfrom (date) (date)
1 Other Other	3. If court judgment, date obtained:
2. Date debt was incurred: \ Q Alachod	7/32: 12
4. Total Amount of Claim at Time Case Filed:	\$ 4000 100
4. Total Amount of Claim at Time Case Fried: If all or part of your claim is secured or entitled to priority, also co Check this box if claim includes interest or other charges in additional charges.	on to the principal amount of the claim. Attach itemized statement
Check this box if claim includes interest of other energy of all interest or additional charges.	6. Unsecured Priority Claim. Administrative or Contingent
Commed Claim.	6. Unsecured Priority Claim. Administrative statistics. Check this box if you have an unsecured priority claim. Amount entitled to priority \$
Check this box if your claim is secured by collateral (including a	Amount entitled to priority \$ 152 / 8/.
monica sciou -	Specify the priority of the claim:
Brief Description of Collateral:	Wages, Salaries, or commissions (up to or the debtor's business, whichever is earlies
Real Estate Motor Vehicle	
Other	The to \$1,950° of deposits toward purchase, lease, or \$97(a)(6).
Value of Collateral:	Attender maintenance, or support owed to a spouse, former spouse,
	The expensives owed to governmental units - 11 U.S. C. § 30/(2)(6).
Amount of arrearage and other charges at time case filed include	Other Specify applicable paragraph of 11 U.S. C. § 507(a)(). Other Specify applicable paragraph of 11 U.S. C. § 507(a)(). */Amounts are subject to adjustment on 41101 and every 3 years thereafter with respect */Amounts are subject to a first the date of adjustment.
Amount of arrearage and other sample	a Amounte and Mibioci to desperations of a Amountain
in secured claim, if any: \$	This SPACE IS FOR COOK
7. Credits: The amount of all payments on this claim h	as been creditor
	documents, such as promissory
8. Supporting Documents: Attach copies of supporting notes, purchase orders, invoices, itemized statements court judgments, mortgages, security agreements, and court judgments or toluments. If documents attach a summary.	documents, such as promissory of running accounts, contracts, evidence of perfection of lien. ments are not available, explain.
Compad Conv. To receive an acknowledge	of this proof of claim.
enclose a stamped, set	reditor or other person summer C
Sign and print the matter of neutroney if at	
13/9/2002 Proper B. Harmon	(X) or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.
Penalty for presenting fraudulant claim: Fine of up to \$500.00	ALC: IMPLEMENT OF THE PROPERTY

K-Mart Chapter 11 02-02490 1/22/02

							1			
					Admir	Administrative				
Account #	Model	Serial #	Errective Date	Pre-petition	3/19/02	e as or	٥	•	Total Claim	
# 110000	INCOM		2000	io poutou	3		3		Otal Claim	
454462-727404	CA CLC900	NJC02007	1/14/99	1/14/99 \$ 1,653.84	69	2,513.44	S		\$ 4,167.28	8
	CA CCPASSS	B81725								
72757-47183	OC 3075	127707004	\$ 66/6/9	. \$	2 \$	2,104.05	\$ 28,	\$ 28,853.97	\$ 30,958.02	2
72757-622033	RI FAX 3700L	1371101326	4/27/98	•	\$		\$		\$	
72757-651805	RI FAX3700L	1371200640	6/10/98	ss	\$	242.82	\$	456.66	\$ 699.48	8
	RI FAX3700L	1371101327						_		
364124-113004ML	CA IR2200	MPG07075	11/6/01	\$ 944.37	\$	1,050.03 \$ 25,335.11	\$ 25,		\$ 27,329.51	<u></u>
	CA IR2200	MPG07064								
	CA IR2800	MPJ02060								
364124-91864C	CA IR600	NLE06385	2/28/01	60'996 \$	\$	3,011.91 \$ 11,096.73	\$ 11,		\$ 15,074.73	3
	CA 6560	NHW02876								
	CA 6025	NFN07167								
	CA 6025	NBV09194								
364124-95091C	RI AF551	H4714900959	3/30/01	, \$	S.	1,123.89 \$ 38,471.17	\$		\$ 39,595.06	9
	RI AF220	H2402301529								
405068-617086	CA GP200	NFY07516	\$ 86/8/9	s	s	549.54	≈	3,632.00	\$ 4,181.54	4
444268-740658	OC 3165	166006924	9/22/98	- \$	1 8	1,262.63	\$ 2,	2,513.93	\$ 3,776.56	ø
444268-78572	CA 7130	NVF19872	00/8/6	· \$	\$	28.32	., 7,	7,711.24	\$ 7,739.56	9
	CA 7130	NVF19873								
444686-684073	CA 6521	VMI15776	9/21/98	\$ 195.17	\$	361.14	s		\$ 556.31	-
444686-864324C	CA IR330S	NQJ57886	8/20/01	\$ 75.64	\$	1,480.17	6	9,893.48	\$ 11,449.29	6
					407.6	407.64(as of				works
					of the	of the				adjustement for mitigation
494123-C015748DF RI 4622	RI 4622	7669030614	\$/20/99	\$ 486.61	equipment)	ment)	\$	376.40	\$ 520.00	\$ (343.00)
991414-863030	CA IR210S	NPR04931	6/2/00	\$	\$	205.30	\$ 7,	7,801.70	\$ 8,007.00	0
991414-863030A	CA PRINTERE	N/S	7/2/01		\$	69.39	\$ 2,	2,636.85	\$ 2,706.24	4
TOTAL CLAIM:				\$ 4,321.72 \$ 14,002.63 \$138,779.24 \$156,760.58	\$ 14	1,002.63	\$ 138,	779.24	\$ 156,760.5	

RECD JUN 2 2 1999 Lease Number

647065

Thank you for choosing IKON! This lease agreement has been written in clear, easy to understand language. Please take time to review the terms. When we use "you" or "your", we are referring to you, our customer. When we use "IKON", we are referring to IKON Office Solutions, Inc. one of the largest distributors of office solutions in the world. When we use "we", "us" and "our" we are referring to IOS Capital, Inc. a subsidiary of IKON Office Solutions, Inc. created exclusively to support IKON. We are committed to providing you quality service!

CUSTOMER INFORMATION	Customer Billing Contact: Linter Glasms					
Full Legal Name (ERPORATION) Customer Location Address 300 HENRY RAD	Phone 30-621-211 Customer Billing Address (if	(ext) Fax 536-62/- different)	-4480			
Concentration DE 2746	Cipro Count	Had Ste	274			
EQUIPMENT DESCRIPTION Quantity Description, Make, Model & Serial Number 1 OCE 3075 Duplicates		ion, Make, Model & Seri	ial Number			
☐ Check if Additional Equipment Schedule attached						
PAYMENT SCHEDULE Lease Term: (check one) (months) (months) Payment Due: (check one) Monthly Payment Without Sales, Use, and Property Tax Other Step (see attached)	Advance Payment: \$ (Tax Incld) by Check#	Payment. \$	cumentation d Filing Fee:			
ADDITIONAL PROVISIONS:						
Sales Tax Exempt ☐ YES (Attach Exemption Certificate)	Addendum(s) attached:	YES (Total number of add	lendums)			
TERMS AND CONDITIONS I. Lease Agreement: You agree CANCELABLE. You agree to all of the terms and conditions contained in also agree that the Equipment will be used solely for business parameters. Our acceptance of this L	this Lease. You agree this Lease ourposes and not for person	is for the entire lease term al, family or household	n indicated above. You d purposes and the			
AUTHORIZED SIGNER THE PERSON SIGNING TI		ALF OF THE CU	STOMER			
(Authorized Signer Signature)	Linda Ga (Authorized Signer Printed		cial Adminis			
PERSONAL GUARANTY I guaranty that the Customer will make a they are due, and that the Customer will perform all other obligations unde make other arrangements with the Lessee and I will still be responsible for not need to notify me of any modification or default under the Lease. I will you for any cost or attorney fees incurred in enforcing your rights.	r the Lease fully and promptly. I those payments and other obligations	also agree that you may m tions under the Lease. I ag	odify the Lease or gree that you do			
you for any cost of accorney fees meanined in emorning your rights.	Home Address					
(Authorized Signer Signature) Date	City					

DELIVERY AND ACCEPTANCE You certify that all the Equipment described above has been delivered and is accepted. You acknowledge that

Linda Grooms Date 6/2/99 Linda Grooms Financial Admin.

Title 2011/00

such Equipment is in good condition and is performing satisfactorily.

- Ownership of Equipment: We are the sole owner and title holder to the Equipment. YOU HAVE NO RIGHT TO ŞELL, 2. TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE EQUIPMENT OR THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT.
- Taxes and Filing Costs: In addition to lease payments, you agree to pay all taxes, fees, and filing costs related to the 3. possession and use of the Equipment during the lease term. If we are required to file and pay property tax, you agree to reimburse us. We will bill you the property tax as soon as an invoice is received from the local jurisdiction. At our request, you agree to file and pay taxes directly to the taxing jurisdiction or pay to us taxes in advance of the time that the taxes are due to the taxing authority based on our reasonable estimates of the tax.
- UCC Filing: You authorize us or our designee to sign, on your behalf, any documents in connection with the Uniform Commercial Code filing and to insert the serial number(s) of the Equipment in this Lease (including any schedules) and in any filings. At our request, you will sign and provide such documents for filing purposes.
- Warranties: Since we are a leasing company and neither the manufacturer or the distributor of the Equipment, WE MAKE NO WARRANTIES, EXPRESS, OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR USE OR FOR A PARTICULAR PURPOSE.
- Maintenance and Care of Our Equipment and Agency: You agree to install (if required), use and maintain the Equipment in accordance with manufacturers' or IKON's specifications and to use only those supplies which meet such specifications. If you have contracted for maintenance and support activities regarding the Equipment, IKON is responsible for all those services. IKON and IOS Capital are not agents for each other.
- Liability, Insurance and Indemnity: Because you have possession and control of this Equipment you are fully responsible for damage, injury or loss caused by or to the Equipment or property resulting from any misuse, accident, or other casualty. You agree to maintain insurance to cover the Equipment for your and our benefit and you agree to indemnify us. We will be responsible for damage or injury to third persons when the damage or injury is caused exclusively by our negligent acts or omissions. We should be named additional insured and loss payee on your insurance policy. If you fail to provide evidence of insurance, you authorize us to obtain coverage on your behalf and you agree to pay for this coverage. In the event of loss or damage to the Equipment, you agree to remain responsible for the payment obligations under this Lease until the payment obligations are fully satisfied.
- Renewal and Return of Equipment: After the minimum term or any extension, this Lease will renew on a monthto-month basis unless you notify us in writing at least 30 days prior to the expiration of the minimum term or extension. You must pay any additional lease payments due until the Equipment is returned by you and is received in good condition and working order by us or our designees. IKON will bear shipping charges so long as replacement Equipment is selected from IKON.
- Lease Payments: Payments will begin on the agreement date or delivery date, whichever is later. You agree to pay each lease payment when it is due, and if any payment is more that 10 days late, you agree to pay a late charge of 5% or \$5 (whichever is greater but not to exceed the maximum amount allowed by applicable law) on the overdue amount. You also agree to pay \$25 for each check returned for insufficient funds or any other reason. You agree to pay a one time documentation fee if it appears on the front of this agreement.
- Location of Equipment: You will keep the Equipment at the customer location specified in this Lease. You must obtain our 10. written permission, which will not be unreasonably withheld, to move the Equipment. With reasonable notice, you will allow us or our designee to conduct inspections of the Equipment.
- Default: If you do not pay any amount when it is due, or breach any other term of this Lease, you are in default. If you default, we have the right to exercise any and all legal remedies available to us by applicable laws, including Article 2A of the Uniform Commercial Code. You acknowledge this is a Finance Lease as defined in Article 2A and you waive any and all rights and 11. remedies you have thereunder. In addition, we are entitled to all past due payments and we may accelerate and require you to immediately pay us the future payments due under the Lease present valued at the discount rate of 6% to the date of default plus the residual value placed on the Equipment by us. We may repossess the Equipment and pursue you for any deficiency balance after we dispose of the Equipment, all to the extent permitted by law. You waive the rights you may have to notice before we seize any of the Equipment. You agree that all rights and remedies are cumulative and not exclusive. You promise to pay reasonable attorney fees and any cost associated with any action to enforce the Lease. This action will not avoid your responsibility to maintain and care for the Equipment nor will IKON be liable for any action taken on our behalf. Default shall also include your becoming insolvent, your assignment of assets for the benefit of creditors, your filing for bankruptcy protection or the failure of the guarantor to honor its commitments.
- Business Agreement and Choice of Law: YOU AGREE THAT THIS AGREEMENT WILL BE GOVERNED UNDER THE APPLICABLE LAW OF THE STATE OF GEORGIA. YOU ALSO AGREE TO SUBMIT TO THE JURISDICTION OF THE COURTS OF GEORGIA, OR AT OUR OPTION, THE COURTS OF THE STATE WHERE IKON IS LOCATED TO RESOLVE ANY 12. ACTION UNDER THIS LEASE. WE BOTH WAIVE THE RIGHT TO A TRIAL BY JURY IN THE EVENT OF A LAWSUIT.
- No Waiver or Set Off: You agree that our delay, or failure to exercise any rights, does not prevent us from exercising them at a later time. If any part of this Lease is found to be invalid, then it shall not invalidate any of the other parts and the Lease 13. shall be modified to the minimum extent as permitted by law. All lease payments to us are "net" and are not subject to set off or reduction without our consent.
- Entire Agreement: This agreement represents the entire agreement (including addendums referenced on the face of the Agreement, signed and attached) between us and you. Neither of us will be bound by any amendment, waiver, or other change unless agreed to in writing and signed by both. Any purchase order, or other ordering documents will not modify or affect this agreement, nor have any other legal effect and shall serve only the purpose of identifying the Equipment ordered.

Accepted by IOS Capital, Inc:

Date

X JUL 0 6 1999 Karen H. Malone

Lease Number

622033

Thank you for choosing IKON! This lease agreement has been written in clear, easy to understand language. Please take time to review the terms. When we use "you" or "your", we are referring to you, our customer. When we use "IKON", we are referring to IKON Office Solutions, Inc. one of the largest distributors of office solutions in the world. When we use "we", "us" and "our" we are referring to IOS Capital, Inc. a subsidiary of IKON Office Solutions, Inc. created exclusively to support IKON. We are committed to providing you quality service!

Sales Tax Sales		MER INFO	ORMATION		Customer	Billing Contact: <u>(</u>	INDY MITCHFU	
Customer Decardon Address Fax	K-MV					-		
Cutomer Billing Address (# different) City County State Zip Cry		ame			·		Fax	
GRENSROR GUILFORD NC 27405 City County State Zip City County State Zip EQUIPMENT DESCRIPTION Quantity Description, Make, Model & Serial Number Quantity Description, Make, Model & Serial Number 1 RICOH 3700L FAX MAINTENANCE INCLUDED FOR THE TERM OF THE LEASE Check if Additional Equipment Schedule attached PAYMENT SCHEDULE Lease Term: Payment Due: (disck one) Justice Serial Without Sales, (months) Serial Monthly Payment Without Sales, (months) Serial Monthly Payment Ser	Customer L		3		Customer Bil	lling Address (if different)		
EQUIPMENT DESCRIPTION Quantity Description, Make, Model & Serial Number 1 RICOH 3700L FAX MAINTENANCE INCLUDED FOR THE TERM OF HE LEASE							Smea	
Quantity Description, Make, Model & Serial Number RICOH_3700L_FAX	City	Cour	nty State	Ζιρ	City	County	State	Zip
MAINTENANCE INCLUDED FOR THE TERM OF THE LEASE				Serial Number	Quantity	Description, Make	, Model & Serial N	lumber
Check if Additional Equipment Schedule attached	1	RICO	3700L FAX					
PAYMENT SCHEDULE Lease Term:		MAINTE	NANCE INCLUDED	FOR THE TERM OF	THE LEASE			
Lease Term: Agency Payment Due:	☐ Check if	Additional Equi	ipment Schedule attach	ed	1			
Lease Term: Agency Payment Due:	PAYME!	NT SCHE	DULE					
See			Payment Due:					
ADDITIONAL PROVISIONS: Sales Tax Exempt YES (Attach Exemption Certificate)	36_				(Tax Incld) by	Check#	and Fili	ing Fee:
ADDITIONAL PROVISIONS: Sales Tax Exempt YES (Attach Exemption Certificate) Addendum(s) attached: YES (Total number of addendums) TERMS AND CONDITIONS I. Lease Agreement: You agree to lease from us the Equipment listed above. THIS LEASE IS NON-CANCELABLE. You agree to all of the terms and conditions contained in this Lease. You agree that lease is for the entire lease term indicated above. You also agree that the Equipment will be used solely for business purposes and not for personal, family or household purposes and the "Customer Location" is a business address. Our acceptance of this Lease is indicated by our signature. (See reverse side for more terms and conditions.) AUTHORIZED SIGNER THE PERSON SIGNING THIS LEASE ON BEHALF OF THE CUSTOMER REPRESENTS THEY HAVE THE AUTHORITY TO DO SO. (Authorized Signer Signature) (Authorized Signer Frinted Name) (Authorized Signer F	(m	nonths)	·		☐ Apply to Is	st month's Lease Payment.	\$ N/A	•
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(Authorized Signer Signature) (Authorized Signer Printed Name) (Authoriz	also agree	that the Eq	uipment will be use	ed solely for business p	urposes and n	ot for personal, family	or household pu	rposes and the
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City	(Authoriz							
(Authorized Signer Signature) Home Phone () SSN [Printed Name of Guarantor)	PERSON they are due make other not need to	e, and that the e arrangements of notify me of a	Customer will perform with the Lessee and I v ny modification or defa	all other obligations under vill still be responsible for t ult under the Lease. I will p	the Lease fully a nose payments ar	and promptly. I also agree and other obligations under	that you may modify r the Lease. I agree	the Lease or that you do
(Printed Name of Guarantor)	PERSON they are due make other not need to	e, and that the e arrangements of notify me of a	Customer will perform with the Lessee and I v ny modification or defa	all other obligations under vill still be responsible for t ult under the Lease. I will p	the Lease fully a nose payments at ay all amounts d	and promptly. I also agree nd other obligations unde ue under the terms of the	that you may modify r the Lease. I agree e Lease. In addition, I	the Lease or that you do will reimburse
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DELIVERY AND ACCEPTANCE You certify that all the Equipment described above has been delivered and is accepted. You acknowledge that	PERSON they are due make other not need to you for any (Authoriz	e, and that the arrangements notify me of a cost or attorne zed Signer Signati	Customer will perform with the Lessee and I vany modification or defact of the control of the co	all other obligations under vill still be responsible for the suit under the Lease. I will percing your rights.	the Lease fully a nose payments a ay all amounts d Home Address City	and promptly. I also agree nd other obligations unde ue under the terms of the State	that you may modify r the Lease. I agree e Lease. In addition, I	the Lease or that you do will reimburse

Printed Name

Lease Number

651805

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/ 11	FORMATION	-60	Customer	Billing Contact:		
III Legal Name	D.	<i>F E</i>	Phone	(ext)	Fax	
ustomer Location Addr BUSBOO	ess NC	27405	Customer Bi	lling Address (if different)		
	ounty State		City	County	State	Zip
	ECODIDITION					
QUIPMENT DI nantity Descr	escription iption, Make, Model &	Serial Number	Quantity	Description, Mak	e, Model & Seria	d Number
2 Recol	4 3700 6 F	Ar				
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		200640				
	13711					
Check if Additional E	quipment Schedule attach	ned				
VVAENIT SOLI	EDILLE					
AYMENT SCH Lease Term:	Payment Due:	Monthly Payment	Advance Pa	yment: \$	Doc	umentation
48	(check one)	Without Sales,	(Tax Incid) by		and	Filing Fee:
(months)	Monthly Quarterly	Use, and Property Tax	□ Apply to i	st month's Lease Payment	.	.//
,	Other	228.00			·	MH
	Step (see attached)	220.00	☐ Apply Oth	ner	-	1
DITIONAL PRO	OVISIONS:					41
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IOS Capital

PO Box 9115, Macon, GA 31208-9115

Product Schedule Number 11300 To Master Agreement Number 1003087

Product Schedule

Image Management

This Schedule is made part of the Master Agreement ("Master Agreement") identified on this Schedule between IOS Capital, Inc. ("we" or "us") and KINDET CONTOURS. at Customer ("you") All terms and conditions of the Master Agreement are incorporated into this Schedule and made a part hereof. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Product Schedules.

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Master Agreement

Number 1003008

IOSCapital

CUSTOMER:

Full Leg	al Name KMA	RT CORPO	RATION	
Address	1400	South	MECarren	
		State_NV	Zip 89431 Contact Yong	(775) Phone 359 - 26/0

This Master Agreement has been written in clear, easy to understand English. When we use the words "you', "your" or "Customer" in this Master Agreement, we mean you, our customer, as indicated above. When we use the words "we", "us", "our" or "IOS Capital" in this Master Agreement, we mean IOS Capital, Inc., a wholly-owned subsidiary of IKON Office Solutions, Inc. ("IKON") IKON is the equipment supplier and is one of the largest distributors of office solutions in the world. Our principal corporate office is located at 1738 Bass Road, Macon, GA 31210

- 1 Agreement We agree to rent to you, and you agree to rent from us, subject to the terms of this Master Agreement, the personal and intangible property described in any equipment schedule (a "Schedule") executed by you and us and incorporating the terms of this Master Agreement by reference (the "Agreement") The personal and intangible property described on a Schedule (together with all attachments, replacements, parts, substitutions, additions, repairs, and accessories incorporated in or affixed to the property and any license or subscription rights associated with the property) will be collectively referred to as "Product" The manufacturer and/or vendor of the tangible Product shall be referred to as the "Vendor" To the extent the Product includes intangible property or associated services such as periodic software licenses and prepaid data base subscription rights, such intangible property shall be referred to as the "Software"
- 2 Schedules, Delivery and Acceptance Each Schedule that incorporates this Master Agreement shall be governed by the terms and conditions of this Master Agreement, as well as the terms and conditions set forth in such individual Schedule Each Schedule shall constitute a complete agreement separate and distinct from this Master Agreement and any other Schedule The termination of this Master Agreement will not affect any Schedules executed prior to the effective date of such termination. When you receive the Product, you agree to inspect it to determine it is in good working order Scheduled Psyments (as specified in the applicable Schedule) will begin on the Product delivery date ("Effective Date") You agree to sign and return to us a delivery and acceptance certificate within three business days after any Product is installed.
- 3 Term, Payments The first scheduled Payment (as specified in the applicable Schedule) ("Payment") will be due on or before the Effective Date. The remaining Payments will be due on the same day of each subsequent month, unless otherwise specified on the applicable Schedule. If any Payment or other amount payable under any Schedule is not paid within ten days of sts' due date, you will pay to us, in addition to that payment, a late charge of 5% of the overdue payment (but in an event greater than the maximum amount allowed by applicable law). You agree to pay \$25.00 for each check that the bank returns for insufficient funds or for any other reason. You also agree that THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ON ANY SCHEDULE TO THIS MASTER AGREEMENT All payments to us are "net" and are not subject to set off or reduction.
- 4 Product Location, Use and Repair You will keep and use the Product only at the Product Location shown in the applicable Schedule You will not move the Product from the location specified in the applicable Schedule or make any afterstions, additions or replacements to the Product without our prior written consent, which couseast will not be unreasonably withheld At your own cost and expense, you will keep the Product eligible for any manufacturer's certification and in compliance with applicable laws and in good condition, except for ordinary wear and tear All alterations, additions or replacements will become part of the Product and our property at no cost or expense to us. We may inspect the Product at any reasonable time.
- 5 Taxes and Fees in addition to the payments under this Master Agreement, you agree to pay all taxes, fees, and filing costs related to the use of the Product, even if balled after the end of the term of this Master Agreement or any Schedules. If we are required to file and pay property tax, you agree to reimburse us. If you are required to file and pay the taxes directly to the tax collector, we will notify you.
- 6 Warranties We transfer to you, without recourse, for the term of each Schedule, any warranties made by the Vendor or Supplier (as defined in Section 10 of this Master Agreement) with respect to the Product rented pursuant to such Schedule. We warrant that we will not interfere with your quiet enjoyment of the use of the Product so long as no event of default under this Master Agreement or any Schedule shall have occurred and be continuing. The parties to this Master Agreement each acknowledge that IOS Capital.

- is a wholly owned subsidiary of IKON YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE OR DESIGN THE PRODUCT YOU ACKNOWLEDGE THAT WE DO NOT REPRESENT THE MANUFACTURER, VENDOR OR EQUIPMENT SUP-PLIER AND THAT YOU HAVE SELECTED THE PRODUCT AND THE VENDOR BASED ON YOUR OWN JUDGMENT However, notwithstanding anything to the contrary, if you enter into any maintenance agreement ("Maintenance Agreement") with IKON with respect to any Product, no provision, clause or paragraph of this Master Agreement shall after, restrict, diminish or warve the rights, remedies or benefits that (i) you may have against IKON as a vendor of the Product or in connection with the Maintenance Agreement or (11) you may have against IKON under Article 2A of the UCC EXCEPT FOR OUR WARRANTY OF QUIET ENJOYMENT, WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS TO US, YOU RENT THE PRODUCT (S) "AS-IS" The only warranties, express or implied, made to you are the warranties (if any) made by the Vendor to you in any documents executed by and between the Vendor and you YOU AGREE THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE ARE NOT RESPONSIBLE FOR, AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR, ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL, OR INDIRECT
- 7 Loss or Damage You are responsible for any theft, destruction of, or damage to, the Product (collectively, "Loss") from any cause at all, whether or not insured, from the time of Product delivery to you until it is delivered to us at the end of the Schedule You are required to make all Payments even if there is a Loss You must notify us in writing immediately of any Loss Thea, at our option, you will either (a) repair the Product so that it is in good condition and working order, eligible for any manufacturer's certification, (b) pay us the amounts specified in Section 12 below, or (c) replace the Product with equipment of similar age and capacity from IKON
- Indemnity, Liability and Insurance (a) The parties to this Master Agreement will ... indemnify, defend and hold each other karmless from all losses, damages, claims, suits and actions (including court costs and reasonable attorneys' fees) ("Claims") arising out of any breach of this Master Agreement except to the extent caused by the negligence or intentional acts or omissions of the other (b) Because you have sole possession and control of the Product, you are fully responsible for any Claim, or other damage, injury or loss caused by (or to) the Product resulting from the use, misuse or possession of the Product or any accident or other casualty relating to the Product We are responsible for damage or injury to third persons when the damage or injury is caused exclusively by our negligent acts or orassions. You agree to maintain insurance to cover the Product and will name us as an additional insured and loss payee on your insurance policy Such insurance will provide that we will be given 30 days advance notice of any cancellation if you fail to provide evidence of insurance reasonably satisfactory to us, you authorize us to obtain coverage on your behalf and you agree to pay for this coverage in the event of loss or damage to the Product, you agree to remain responsible for the payment obligations under this Master Agreement until the payment obligations are fully satisfied
- 9 Trile, Recording We are the owner of and will hold trile to the Product (except for any Software) You will keep the Product free of all liens and encumbrances Except as reflected on any Schedule, you agree that this Master Agreement is a true rental. However, if any Schedule is deemed to be intended for security, you hereby grant to us a purchase money security interest in the Product covered by the applicable Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts under each Schedule You authorize us to file a copy of this Master Agreement and/or any Schedule as a financing statement and appoint us or our designee as your attorney-in-fact to execute and file, on your behalf, financing statements covering the Product

COPY MANAGEMENT PLUS AGREEMENT Number: 91864

IOSCapital[™]

Thank you for choosing IKON! This agreement ("Agreement") has been written in clear, easy to understand language. Please take time to review the terms. When we use "you" or "your", we are referring to you, our Customer. When we use "IKON", we are referring to IKON Office Solutions, Inc. one of the largest distributors of office solutions in the world. When we use "we", "us", "our" or "IOS Capital", we are referring to IOS Capital, Inc. the wholly-owned captive finance subsidiary of IKON.

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P.O. Box 9115, Macon, GA, 31208-9115

800-800-1060

COPY MANAGEMENT PLUS AGREEMENT Number:

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Thank you for choosing IKON! This agreement ("Agreement") has been written in clear, easy to understand language. Please take time to review the terms. When we use "you" or "your", we are referring to you, our Customer. When we use "IKON", we are referring to IKON Office Solutions, Inc. one of the largest distributors of office solutions in the world. When we use "we", "us", "our" or "IOS Capital", we are referring to IOS Capital, Inc. the wholly-owned captive finance subsidiary of IKON.

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and other obligatio	ns under the <i>i</i>	Agreement. I agi	ree that IOS Cani	tal need no	t notify r	ne of any defa	uilt under the Aa	reement and may on	aceed dispetly aceinst.	
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Title

X

Lease Number

617086

Thank you for choosing IKON! This lease agreement has been written in clear, easy to understand language. Please take time to review the terms. When we use "you" or "your", we are referring to you, our customer. When we use "IKON", we are referring to IKON Office Solutions, Inc. one of the largest distributors of office solutions in the world. When we use "we", "us" and "our" we are referring to IOS Capital, Inc. a subsidiary of IKON Office Solutions, Inc. created exclusively to support IKON. We are committed to providing you quality service!

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CUSTOMER INFO	ORMATION DRPORATION		Customer	Billing Contact:	Jarge 5	ela
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Printed Name

Date

Lease Number 740658

Title

Rev 7/98

Thank you for choosing IKON! This lease agreement has been written in clear, easy to understand language. Please take time to review the terms. When we use "you" or "your", we are referring to you, our customer. When we use "IKON", we are referring to IKON Office Solutions, Inc. one of the largest distributors of office solutions in the world. When we use "we", "us" and "our" we are referring to IOS Capital, Inc. a subsidiary of IKON Office Solutions, Inc. created exclusively to support IKON. We are committed to providing you quality service!

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Full Legal Nam	ne 901	Canterbur	. 81		Phone	(ext)	Fax	7.00//
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					Printed Name			Title



Title

RENTAL A	AGREEMENT	Number:				IO	SCapital™
Thank you for choosi	ng IKON! This rental agreement ("Agreement") has	been writte	n in clear, easy to	understand lar	nguage. Please tak	te time to review the terms. When
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solutions in the world	I. When we use "we", "us", "our"	or "IOS Capital", v				_ ` `	
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Full Legal Name	اله که مدیک مله		Phone	(6	ext)	Fax	
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SKIKODE	Scott MN	553Ti			- ()		
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(months)	Step (see attached)	<u> </u>	<u> </u>	☐ Apply to oti	ner		-
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(Printed Name o	f Guarantor, Do Not Include Title)	n Perforati				
	D A COERTAIN	•	•	•			
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	, as custo	omer ("you"), you	hereby cert	ify that each item	of equipment	described on such	Rental Agreement been delivered
installed and accepted	and you agree that each such equip	pment is in good co	ondition an	d satisfactory for a	all purposes of	the Rental Agree	ment
						· 	

Printed Name

Signature

such Equipment is in good condition and is performing satisfactorily.

Lease Number

684073

Thank you for choosing IKON! This lease agreement has been written in clear, easy to understand language. Please take time to review the terms. When we use "you" or "your", we are referring to you, our customer. When we use "IKON", we are referring to IKON Office Solutions, Inc. one of the largest distributors of office solutions in the world. When we use "we", "us" and "our" we are referring to IOS Capital, Inc. a subsidiary of IKON Office Solutions,

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Customer Loc	<u></u>	·	GA 30681	⊇	Illing Address (if different)	n Ind Bluck	
City	Cou	nty Sta	ate Zip	City Stone	County	State GA	Zip 3006
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Date	Trong a second
Guarantor Seguature	Home Address



Images Plus Program Agreemen?

Agreement Number IP 015748

Customer (Location)			C	ustomer (Billing addres	s, if different)
Full Legal Name (Please print) Address	NART STORE	9746		I Legal Name (Please print)	
III MCN	116HT WAY	•	70	ur 555	
City County C	State JEY , PLA CA Phone	zip 1. 95949	Cit	y County	State Zip
(Must be Billing Contact)					
	Description: Make, Model 4622 ARN		Quan	tity System(s) Desc	ription: Make, Model & Serial Number
Minimum Term (mos.)	Cost Per Image \$_0.0369	Guaranteed Minin Monthly Volum 5,500		Advanced Payment of \$	Cost of Additional Images
Minimum Monthly Payment (without tax)	Payment Due Monthly	Documentation F	ee	First Month Other Delivery/Install Charge	Meter Reading/Billing For Additional Images
\$ 203,00	Quarterly	\$50.00		(included in advance payment)	Monthly Other
Additional Provisions:					Canol
Sales Tax Exempt: 🔾 Y	/ES (Attach Exempti	on Certificate) Ad	dendu	m(s) attached: 🗆 YES 📵	otal number of addendums:
is non-cancelable exce this System(s) for the M purposes and not for p	ept as noted under Minimum Term indica ersonal, family, or h	the terms and cor ated above. You a lousehold purpose	ndition gree t es and	is of the Performance C that the System(s) will	cribed above. This Agreement ommitment. You agree to use be used solely for business n" is a business address. Our I conditions.)
Authorized Signer: T AGREEMENT ON BE (as indicated above) SI THEY HAVE THE AUT	HE PERSON SIGN HALF OF THE CU PECIFICALLY REPI	IING THIS ISTOMER RESENTS O.	Guaran Payment are due, Agreement of any damounts	ity: I guarantee that the Cust is and pay all other charges red and that the Customer will pent fully and promptly. I also agreefault under the Agreement and due under the terms of the A	comer will make all Minimum Monthly quired under the Agreement when the erform all other obligations under the ee that IOS Capital need not notify me d, in the event of default, I will pay al greement. In addition, I will reimburse fees incurred in enforcing their rights
Authorized Signer	Date		•	An Individual - No Title)	
Charles & Sale	m Store Manag	er '		Name of Guarantor	
Authorized Signer's Printed Name	Tittle	•			
Witness.	Date	I	Home Ph	none	
		\$	Social Se	ecurity Number	
Approved and accepted by IOS	S Capital		Custom delivere	d to and is accepted by Custo	tem(s) described above has been omer. Customer acknowledges tha and is performing satisfactorily.
Manager Debra	a Coute	, 	Custome	or .	

X

Lease Number 863030

Thank you for choosing IKON! This lease agreement has been written in clear, easy to understand language. Please take time to review the terms. When we use "you" or "your", we are referring to you, our customer. When we use "IKON", we are referring to IKON Office Solutions, Inc. one of the largest distributors of office solutions in the world. When we use "we", "us" and "our" we are referring to IOS Capital, Inc. a subsidiary of IKON Office Solutions, Inc. created exclusively to support IKON. We are committed to providing you quality service!

Kmar	FORMATION T COYP)	7166	er Billing Contact: 88 4347		rasburg	
Full Legal Name 8 150 Tran Customer Location Addre	isit Ro		Phone -	(ext)	Fax		
William	sville t	ME NY 14221		Billing Address (if different)			
City Co	unty	State Zip	City	County	State	Zip	
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Printed Name

Title

Date

IOSCapital

An IKON Office Solutions Company

P.O. Box 9115, Macon, GA 31208-9115

Co-Terminus Equipment Addition Amendment

AMENDMENT ("Amendment"), dated as	of the <u>a</u> day of	insert agreement/schedule no	to that cer	tam agreement no	
Capital, Inc ("we" or us") and	ur t (O.C.O. us Amendment wi	, as custome	r ("Customer" them in the A	or "you") All greement Except to the	
	14 by	Ontact HAYU Str	ashurq		
Original Term of Agreement	Months		,		
Equipment Model(s) currently rented pursu	ant to Agreement	Canon 210s			
Serial Number(s) of Equipment currently re	ented pursuant to A	greement NPRO49	31		
Equipment To Be Added To Agreement Additional Equipment	Quantity 1	Make/Model Chanon prin		Serial Number	
Mmmmm Monthly Payment Change (not a from \$ 190,10 to \$ 354)	ncluding taxes) Ti	ne minimum monthly paymen	t required and	or the Agreement will u	icrease
Additional Provision: You are applying to added on a "co-terminus" besis to the above the term of the Agreement for the original of	e Agreement (that	greement as described above is, the term for the additional	The above ad equipment wi	ditional equipment will Il expire on the same dai	be ie as
\$ignatures:					
Customer Kmart Larp.		IOS Capita	LAUG 6	2001	
By Ashperred Summer Date		By:	Konnell 71	Jalane. ner Date	

Revised 7/00

IMAGES PLUS AGREEMENT Number: 766172

IOSCapital[™]

Thank you for choosing IKON! This agreement ("Agreement") has been written in clear, easy to understand language. Please take time to review the terms. When we use "you" or "your", we are referring to you, our Customer. When we use "IKON", we are referring to IKON Office Solutions, Inc. one of the largest distributors of office solutions in the world. When we use "we", "us", "our" or "IOS Capital", we are referring to IOS Capital, Inc. the wholly-owned captive finance subsidiary of IKON. Customer Billing Contact: Kmart Store DBA: Kmart Design & Construction Apt. (916) 635-2344 Sunnise Blvd Customer Billing Address (if different) ustomer Location Address Rancho Cordova Sucramento City County **EQUIPMENT DESCRIPTION ("Equipment")** Equipment Description: Make, Model, & Serial Number Equipment Description: Make, Model & Serial Number Ricoh Aficio 270 ☐ Check if Additional Equipment Schedule attached PAYMENT SCHEDULE Advance Payment of Guaranteed Minimum Meter Reading/Billing Cost of Additional Cost Per Minimum Term (mos.) For Additional Images Monthly Images **Images** Monthly (tax included) Quarterly Other apply to 1st Payment Minimum Payment Payment Due: apply to other (without tax) Monthly Quarterly (included in advance payment) ADDITIONAL PROVISIONS (list here, if any): Sales Tax Exempt Yes (Attach Exemption Certificate) Customer Billing Reference Number (P.O.#, etc.) TERMS AND CONDITIONS:

1. You agree to use the Equipment listed above and pay the sums described above. THIS AGREEMENT IS UNCONDITIONAL AND NON-CANCELABLE. You agree

1. You agree to use the Equipment listed above and pay the sums described above. THIS AGREEMENT IS UNCONDITIONAL AND NON-CANCELABLE. You agree

1. You agree to use the Equipment listed above and pay the sums described above. THIS AGREEMENT IS UNCONDITIONAL AND NON-CANCELABLE. You agree to use this Equipment for the Minimum Term indicated above. You agree that the Equipment will be used solely for business purposes and not for personal, family, or household purposes and the "Customer Location" is a business address. IOS's acceptance of this Agreement, when given, will be indicated by its signature below. You further agree that the additional terms and conditions on the reverse side of this Agreement are incorporated by reference into this Agreement. **AUTHORIZED SIGNER FOR CUSTOMER:** THE PERSON SIGNING THIS AGREEMENT ON BEHALF OF THE CUSTOMER REPRESENTS HE/SHE HAS THE AUTHORITY TO DO SO. (Authorized Signer Printed Name) (Authorized Signer Title) (Authorized Signer Signature) PERSONAL GUARANTY In consideration of IOS Capital's entering into the above Agreement, I unconditionally guarantee that the Customer will make all payments and pay all other charges required under such Agreement when they are due, and that the Customer will perform all other obligations under the Agreement fully and promptly. I also agree that IOS Capital may modify the Agreement or make other arrangements with the Customer and I will still be responsible for those payments and other obligations under the Agreement. I agree that IOS Capital need not notify me of any default under the Agreement and may proceed directly against me without first proceeding against the Customer or the Equipment, in which event, I will pay all amounts due under the terms of the Agreement. In addition, I will reimburse IOS Capital for any costs or reasonable attorney fees incurred in enforcing its rights. This continuing guaranty is a guaranty of payment and not of collection. Home Address:

Guarantor Signature

City: ______ State: ____ Zip: _____

Home Phone: ______ S.S.N.: _____

[Printed Name of Guarantor, Do Not Include Title) [Tear on perforation]

DELIVERY AND ACCEPTANCE With respect to the Images Plus Agreement Number ______ between IOS Capital, Inc. and ______, as customer ("you"), you hereby certify that each item of Equipment described therein has been delivered, installed and accepted and you agree that each such item of Equipment is in good condition and satisfactory for all purposes of such Agreement.

Date: _______ Printed Name Title