

UNITED STATES BANKRUPTCY COURT Northern DISTRICT OF Illinois

PROOF OF CLAIM

Name of Debtor
K-Mart

Case Number:
02-02490

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

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. Attach copy of statement giving particulars.
- Check box if you have never received any notices from the bankruptcy court in this case.
- Check box if the address differs from the address on the envelope sent to you by the court.

FILED
 UNITED STATES BANKRUPTCY COURT
 NORTHERN DISTRICT OF ILLINOIS
 MAR 22 2002
 KENNETH S. GARDNER, CLERK
 MAIL ROOM, U.S. COURT HOUSE ONLY

Name and address where notices should be sent:
**IOS Capital
BANKRUPTCY ADM.
P.O. BOX 13708
MACON, GA 31208-3708**

Telephone number: **1-800-480-6513**

Account or other number by which creditor identifies debtor:
See Attached

Check here replaces
if this claim amends a previously filed claim, dated: _____

1. Basis for Claim

- Goods sold
- Services performed
- Money loaned
- Personal injury/wrongful death
- Taxes
- Other **Executor's Contract/Unexpired lease**

- Retiree benefits as defined in 11 U.S.C. § 1114(a)
 - Wages, salaries, and compensation (fill out below)
- Your SS #: _____
- Unpaid compensation for services performed
from _____ (date) to _____ (date)

2. Date debt was incurred: **See Attached**

3. If court judgment, date obtained: _____

4. Total Amount of Claim at Time Case Filed: **\$ 4321.72**

If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below.
 Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.

5. Secured Claim.

- Check this box if your claim is secured by collateral (including a right of setoff).
- Brief Description of Collateral:
- Real Estate Motor Vehicle
 - Other _____

Value of Collateral: \$ _____

Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ _____

6. Unsecured Priority Claim. *Administrative & Contingent Superiority Expense*

- Check this box if you have an unsecured priority claim. Amount entitled to priority \$ **152,781.87**
Specify the priority of the claim:
 - Wages, salaries, or commissions (up to \$4,300)* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3).
 - Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4).
 - Up to \$1,950* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6).
 - Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7).
 - Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).
 - Other Specify applicable paragraph of 11 U.S.C. § 507(a)(____).
- *Amounts are subject to adjustment on 4/1/01 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

THIS SPACE IS FOR COURT USE ONLY

**KP 1001
3/22/02**

7. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.

8. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If documents are not available, explain. If the documents are voluminous, attach a summary.

9. Date-Stamped Copy: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

Date: **3/19/2002**

Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any):
Bucky B. Harmon Bankruptcy Specialist

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

Account #	Model	Serial #	Effective Date	Pre-petition	Administrative Expense as of 3/19/02	CSP	Total Claim			
454462-727404	CA CLC900 CA CCPASS5	NJC02007 B81725	1/14/99	\$ 1,653.84	\$ 2,513.44	\$ -	\$ 4,167.28			
72757-47183	OC 3075	127707004	6/9/99	\$ -	\$ 2,104.05	\$ 28,853.97	\$ 30,958.02			
72757-622033	RI FAX 3700L	1371101326	4/27/98	\$ -	\$ -	\$ -	\$ -			
72757-651805	RI FAX3700L	1371200640	6/10/98	\$ -	\$ 242.82	\$ 456.66	\$ 699.48			
	RI FAX3700L	1371101327								
364124-113004ML	CA IR2200	MPG07075	11/6/01	\$ 944.37	\$ 1,050.03	\$ 25,335.11	\$ 27,329.51			
	CA IR2200	MPG07064								
	CA IR2800	MPJ02060								
364124-91864C	CA IR600	NLE06385	2/28/01	\$ 966.09	\$ 3,011.91	\$ 11,096.73	\$ 15,074.73			
	CA 6560	NHW02876								
	CA 6025	NFN07167								
	CA 6025	NBV09194								
364124-95091C	RI AF551	H4714900959	3/30/01	\$ -	\$ 1,123.89	\$ 38,471.17	\$ 39,595.06			
	RI AF220	H2402301529								
405068-617086	CA GP200	NFY07516	5/8/98	\$ -	\$ 549.54	\$ 3,632.00	\$ 4,181.54			
444268-740658	OC 3165	166006924	9/22/98	\$ -	\$ 1,262.63	\$ 2,513.93	\$ 3,776.56			
444268-78572	CA 7130	NVF19872	9/8/00	\$ -	\$ 28.32	\$ 7,711.24	\$ 7,739.56			
	CA 7130	NVF19873								
444686-684073	CA 6521	VMI15776	9/21/98	\$ 195.17	\$ 361.14	\$ -	\$ 556.31			
444686-864324C	CA IR330S	NQJ57886	8/20/01	\$ 75.64	\$ 1,480.17	\$ 9,893.48	\$ 11,449.29			
494123-C015748DF	RI 4622	7669030614	5/20/99	\$ 486.61	407.64(as of the recovery of the equipment)	\$ 376.40	\$ 520.00			
991414-863030	CA IR210S	NPR04931	6/2/00	\$ -	\$ 205.30	\$ 7,801.70	\$ 8,007.00			
991414-863030A	CA PRINTER	N/S	7/2/01	\$ -	\$ 69.39	\$ 2,636.85	\$ 2,706.24			
TOTAL CLAIM:							\$ 4,321.72	\$ 14,002.63	\$ 138,779.24	\$ 156,760.58
							show	adjustment	for mitigation	of damages
										\$ (343.00)

Lease Agreement

REC'D JUN 22 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: Linda Grooms

Full Legal Name: K-met Corporation
Customer Location Address: 300 PERRY ROAD
City: Greensboro County: Guilford State: NC Zip: 27405

Phone: 336-621-2111 (ext) 218 Fax: 336-621-4400
Customer Billing Address (if different):
City: Greensboro County: Guilford State: NC Zip: 27405

EQUIPMENT DESCRIPTION

Table with 4 columns: Quantity, Description, Make, Model & Serial Number. Row 1: 1, OCE 3015 Duplicator.

Check if Additional Equipment Schedule attached

PAYMENT SCHEDULE

Lease Term: 60 (months)

Payment Due: (check one) Monthly

Monthly Payment Without Sales, Use, and Property Tax \$ 1976.00

Advance Payment: \$ (Tax Incl) by Check#
Apply to 1st month's Lease Payment.
Apply Other PO# 28547

Documentation and Filing Fee: \$ N/A

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 this 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) [Signature]

Linda Grooms (Authorized Signer Printed Name)

Financial Administrator (Authorized Signer Title)

PERSONAL GUARANTY I guaranty that the Customer will make all lease payments and pay all other charges required under the Lease when they are due, and that the Customer will perform all other obligations under the Lease fully and promptly. I also agree that you may modify the Lease or make other arrangements with the Lessee and I will still be responsible for those payments and other obligations under the Lease. I agree that you do not need to notify me of any modification or default under the Lease. I will pay all amounts due under the terms of the Lease. In addition, I will reimburse you for any cost or attorney fees incurred in enforcing your rights.

(Authorized Signer Signature) [Signature]

Home Address _____
City _____ State _____ Zip _____
Home Phone () _____ SSN _____

Date

(Printed Name of Guarantor)

DELIVERY AND ACCEPTANCE You certify that all the Equipment described above has been delivered and is accepted. You acknowledge that such Equipment is in good condition and is performing satisfactorily.

* Linda Grooms

Date 6/2/99

Linda Grooms (Printed Name)

Financial Admin. (Title)

2. **Ownership of Equipment:** We are the sole owner and title holder to the Equipment. YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE EQUIPMENT OR THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT.
3. **Taxes and Filing Costs:** In addition to lease payments, you agree to pay all taxes, fees, and filing costs related to the 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.
4. **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.
5. **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.
6. **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.
7. **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.
8. **Renewal and Return of Equipment:** After the minimum term or any extension, this Lease will renew on a month-to-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.
9. **Lease Payments:** Payments will begin on the agreement date or delivery date, whichever is later. You agree to pay us each lease payment when it is due, and if any payment is more than 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.
10. **Location of Equipment:** You will keep the Equipment at the customer location specified in this Lease. You must obtain our 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.
11. **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 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.
12. **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 ACTION UNDER THIS LEASE. WE BOTH WAIVE THE RIGHT TO A TRIAL BY JURY IN THE EVENT OF A LAWSUIT.
13. **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 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.
14. **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:

X

JUL 06 1999

Date

Karen H. Malone

Lease Agreement

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!

CUSTOMER INFORMATION

K-MART DISTRIBUTION
Full Legal Name
300 PENRY RD.
Customer Location Address
GREENSBORO GUILFORD NC 27405
City County State Zip

Customer Billing Contact: CINDY MITCHELL
336-621-2111
Phone (ext) Fax
Customer Billing Address (if different)
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: <u>36</u> (months)	Payment Due: (check one) <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other <input type="checkbox"/> Step (see attached)	Monthly Payment Without Sales, Use, and Property Tax \$ <u>145.00</u>	Advance Payment: \$ (Tax Incd) by Check# _____ <input type="checkbox"/> Apply to 1st month's Lease Payment. <input type="checkbox"/> Apply Other _____	Documentation and Filing Fee: \$ <u>N/A</u>
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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 this 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.

[Signature] (Authorized Signer Signature) _____ (Authorized Signer Printed Name) _____ (Authorized Signer Title)

PERSONAL GUARANTY I guaranty that the Customer will make all lease payments and pay all other charges required under the Lease when they are due, and that the Customer will perform all other obligations under the Lease fully and promptly. I also agree that you may modify the Lease or make other arrangements with the Lessee and I will still be responsible for those payments and other obligations under the Lease. I agree that you do not need to notify me of any modification or default under the Lease. I will pay all amounts due under the terms of the Lease. In addition, I will reimburse you for any cost or attorney fees incurred in enforcing your rights.

[Signature] (Authorized Signer Signature) _____ Date _____
Home Address _____
City _____ State _____ Zip _____
Home Phone () _____ SSN _____ - _____ - _____

(Printed Name of Guarantor)

DELIVERY AND ACCEPTANCE You certify that all the Equipment described above has been delivered and is accepted. You acknowledge that such Equipment is in good condition and is performing satisfactorily.

[Signature] Date 4/29/08
Printed Name _____ Title _____

Lease Agreement

Lease Number 651805

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

K MART DISTRIBUTION CENTER
 Full Legal Name 300 PERRY RD
 Customer Location Address GREENSBORO Guilford NC 27405
 City County State Zip

Customer Billing Contact: _____
 Phone _____ (ext) _____ Fax _____
 Customer Billing Address (if different) _____
 City _____ County _____ State _____ Zip _____

EQUIPMENT DESCRIPTION

Quantity	Description, Make, Model & Serial Number	Quantity	Description, Make, Model & Serial Number
2	RECOH 3700 FAX SN # 1371200640 1371101327		

Check if Additional Equipment Schedule attached

PAYMENT SCHEDULE

Lease Term: <u>48</u> (months)	Payment Due: (check one) <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other <input type="checkbox"/> Step (see attached)	Monthly Payment Without Sales, Use, and Property Tax \$ <u>228.00</u>	Advance Payment: \$ _____ (Tax Incl) by Check# _____ <input type="checkbox"/> Apply to 1st month's Lease Payment. <input type="checkbox"/> Apply Other _____	Documentation and Filing Fee: \$ <u>NA</u>
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ADDITIONAL PROVISIONS:

Sales Tax Exempt YES (Attach Exemption Certificate) Addendum(s) attached: YES (Total number of addendums) _____

TERMS AND CONDITIONS 1. **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 this 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.

[Signature] _____
 (Authorized Signer Signature) (Authorized Signer Printed Name) (Authorized Signer Title)

PERSONAL GUARANTY I guaranty that the Customer will make all lease payments and pay all other charges required under the Lease when they are due, and that the Customer will perform all other obligations under the Lease fully and promptly. I also agree that you may modify the Lease or make other arrangements with the Lessee and I will still be responsible for those payments and other obligations under the Lease. I agree that you do not need to notify me of any modification or default under the Lease. I will pay all amounts due under the terms of the Lease. In addition, I will reimburse you for any cost or attorney fees incurred in enforcing your rights.

[Signature] _____
 (Authorized Signer Signature) _____
 Date _____
 (Printed Name of Guarantor) Home Address _____
 City _____ State _____ Zip _____
 Home Phone () _____ SSN _____ - _____ - _____

DELIVERY AND ACCEPTANCE You certify that all the Equipment described above has been delivered and is accepted. You acknowledge that such Equipment is in good condition and is performing satisfactorily.

[Signature] _____ Date 6/19/98 LEND MITCHELL _____
 (Printed Name) (Printed Name) Title GM ASST.



IOS Capital™
 an IKON Office Solutions Company
 PO Box 9115, Macon, GA 31208-9115

**Product Schedule
 Image Management**

Product Schedule Number 113004
 To Master Agreement Number 1003088

This Schedule is made part of the Master Agreement ("Master Agreement") identified on this Schedule between IOS Capital, Inc. ("we" or "us") and KMART CORPORATION as 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 to the Master Agreement.

CUSTOMER INFORMATION

<u>KMART CORPORATION</u>				Product Location _____			
Customer (Bill To) <u>1400 S McCarren</u>				Address _____			
Address <u>SPARKS NV 89431</u>				City _____ County _____ State _____ Zip _____			
City _____		County _____		State _____		Zip _____	
Customer Contact Name <u>Yong</u>			Customer Telephone Number <u>775-359-2610</u>			Marketplace <u>Reno</u>	

PRODUCT DESCRIPTION

Quantity	Description Make, Model & Serial Number	Quantity	Description Make, Model & Serial Number
<u>2</u>	<u>Canon IR 2200</u>		<u>MPG 07075 MPG 07964</u>
<u>1</u>	<u>Canon IR 2800</u>		<u>MPJ 02060</u>

PAYMENT SCHEDULE

Minimum Term (mos.) <u>60</u>	Cost Per Image \$ _____	Cost of Additional Images \$ <u>.6153</u>	Guaranteed Minimum Monthly Images <u>16,500</u>	Meter Reading/Billing For Additional Images <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other
Minimum Payment Without Sales, Use and Property Tax \$ <u>674.28</u>	Payment Due <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Annually <input type="checkbox"/> Quarterly <input type="checkbox"/> Other		Advance Payment (with us) <input type="checkbox"/> Apply to 1 st Payment <input type="checkbox"/> Other _____	

Sales Tax Exempt Yes (Attach Exemption Certificate) Customer Billing Reference Number (P.O.R, etc) _____

Address Attached Yes (Check if you and indicate total number of pages _____)

TERMS AND CONDITIONS

- The first payment will be due on the Effective Date. The delivery date is to be indicated by signing a separate acceptance form. If the term hereof exceeds 12 months, the Cost Per Image and the Cost of Additional Images may be increased up to 5% annually for each year beyond the initial 12 month period.
- You, the undersigned Customer, have applied to us, IOS Capital, Inc. to rent the above described items ("Products") for commercial (non-consumer) purposes. THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE. If we accept this Product Schedule, you agree to rent the above Product(s) from us, and we agree to rent such Product(s) to you, on all the terms herein, including the Terms and Conditions on the Master Agreement. THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE MASTER AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE MASTER AGREEMENT.
- Image Charges/Metering: In return for the Minimum Payment, you are entitled to use the number of Guaranteed Minimum Monthly Images. If you use more than the Guaranteed Minimum Monthly Images in any month, you will additionally pay a charge equal to the number of additional metered images times the Cost of Additional Images. If we determine that you have used more than the manufacturer's recommended specifications for images, you agree to pay reasonable charges for those excess copies. The meter reading frequency is the period of time (monthly, quarterly, semi-annually or annually) for which the number of images used will be measured. The meter reading frequency and corresponding additional charges, if any, may be different than the Minimum Payment frequency. You will provide us or our designee with the actual meter reading upon request. If such meter reading is not received within 7 days, we may estimate the number of images used. Adjustments for estimated charges for additional images will be made upon receipt of actual meter readings. Notwithstanding any adjustment, you will never pay less than the Minimum Payment.
- Additional Provisions (if any): _____

Printed Name of Authorized Signer: YONG C. ABOLINIAS Accepted in Macon, Georgia by
 IOS Capital, Inc. DEC 1 2 2001
Yong C. Abolinas Title _____ Date 10/30/01 Title _____ Date _____
 Authorized Signer _____ Authorized Signer Harold H. Tiplera
 (Then on performance)

DELIVERY AND ACCEPTANCE: With respect to Product Schedule Number _____ to Master Agreement Number _____ between IOS Capital, Inc. and _____ as customer ("you"), you hereby certify that each Product described on such Product Schedule has been delivered, installed and accepted and you agree that each such Product is in good condition and satisfactory for all purposes of the Product Schedule and the Master Agreement.

CUSTOMER X _____ Title _____ Date _____

907875 _____
 Authorized Signer

Master Agreement

Number: 1003008**IOSCapital™****CUSTOMER:**Full Legal Name KMART CORPORATIONAddress 1400 South McCarranCity SPARKS State NV Zip 89431 Contact Yong Phone ⁽⁷⁷⁵⁾ 359-2610

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 pre-paid 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 if it is in good working order. Scheduled Payments (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 its due date, you will pay to us, in addition to that payment, a late charge of 5% of the overdue payment (but in no 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 alterations, additions or replacements to the Product without our prior written consent, which consent 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 billed 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 SUPPLIER 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 alter, restrict, diminish or waive 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 (ii) 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. Then, 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.
- 8 **Indemnity, Liability and Insurance** (a) The parties to this Master Agreement will indemnify, defend and hold each other harmless 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 omissions. 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 **Title, Recording** We are the owner of and will hold title 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

IOS CapitalSM

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 INFORMATION

Customer Billing Contact: Larry Bednar

Full Legal Name KMAE Corporation - Warren District, Division Ctr
 Customer Location Address 541 South Perkins Jones Rd.

Phone (330) 372-6698 (ext) _____ Fax _____

City Warren County Trumbull State OH Zip 44483

Customer Billing Address (if different) _____
 City _____ County _____ State _____ Zip _____

EQUIPMENT DESCRIPTION ("Equipment")

Quantity	Equipment Description: Make, Model, & Serial Number	Quantity	Equipment Description: Make, Model & Serial Number
1	CANON IMAGERUNNER 600 NLF00375		
1	CANON NP-6560 NHW02876		
1	CANON NP-6025 NFN07167		
1	CANON NP-6025 NBU09194		

Check if Additional Equipment Schedule attached

PAYMENT SCHEDULE

Minimum Term (mos.) <u>60</u>	Cost Per Copy \$ _____	Cost of Additional Copies \$ <u>.0095</u>	Guaranteed Minimum Monthly Copies <u>60,000</u>	Advance Payment of \$ _____ (tax included) <input checked="" type="checkbox"/> none <input type="checkbox"/> apply to 1 st Payment <input type="checkbox"/> apply to other	Meter Reading/Billing For Additional Copies <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Other
Minimum Payment (without tax) \$ <u>1,284.00</u>	Payment Due: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly	Delivery/Install Charge \$ <u>N/A</u> (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 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.

[Signature] (Authorized Signer Signature) X LARRY BEDNAR (Authorized Signer Printed Name) X A.P.M. (Authorized Signer Title)

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.

 Guarantor Signature
 Home Address: _____
 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 Copy Management 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.

X _____ Date: _____
 Authorized Signer _____ Printed Name _____ Title _____

COPY MANAGEMENT PLUS AGREEMENT

Number: 95091

IOS CapitalSM

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 INFORMATION

Kmart Corporation
Full Legal Name
1400 South McCarren St
Customer Location Address
Sparks Nevada 89431
City County State Zip

Customer Billing Contact: Yong Abolinas
(775) 359-2610 x262
Phone (ext) Fax
Customer Billing Address (if different)
City County State Zip

EQUIPMENT DESCRIPTION ("Equipment")

Quantity	Equipment Description: Make, Model, & Serial Number	Quantity	Equipment Description: Make, Model & Serial Number
1	Ricoh Aficio 551 # H4714900959		
1	Ricoh Aficio 220 # H2402301529		

Check if Additional Equipment Schedule attached

PAYMENT SCHEDULE

Minimum Term (mos.) <u>60</u>	Cost Per Copy \$	Cost of Additional Copies \$ <u>0.0116</u>	Guaranteed Minimum Monthly Copies <u>30,000</u>	Advance Payment of \$ (tax included) <input checked="" type="checkbox"/> none _____ apply to 1 st Payment _____ apply to other	Meter Reading/Billing For Additional Copies <input checked="" type="checkbox"/> Monthly _____ Quarterly _____ Other
Minimum Payment (without tax) \$ <u>881.49</u>	Payment Due: _____ Monthly _____ Quarterly		Delivery/Install Charge \$ <u>0</u> (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 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.

[Signature]
(Authorized Signer Signature)

YONG C. ABOLINAS - Admin. Asst.
(Authorized Signer Printed Name) (Authorized Signer Title)

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.

[Signature]
Guarantor Signature

Home Address: _____
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 Copy Management 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.

X

Date: _____

Authorized Signer

Printed Name

Title

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

800-800-1060

Lease Agreement

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!

apl 262860

CUSTOMER INFORMATION

KMART CORPORATION
Full Legal Name 5400 Auburn Blvd
Customer Location Address SALVAMATO SAC CA 95841
City County State Zip

Customer Billing Contact: Jorge Belda
SAME
Phone (ext) Fax
Customer Billing Address (if different)
City County State Zip

EQUIPMENT DESCRIPTION

Quantity	Description, Make, Model & Serial Number	Quantity	Description, Make, Model & Serial Number
1	CANON GP200 S/N NFX07516		
1	GI RDF		
1	Multi Output Tray B3		
1	Cap.net		

Check if Additional Equipment Schedule attached

PAYMENT SCHEDULE

Lease Term: <u>60</u> (months)	Payment Due: (check one) <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other <input type="checkbox"/> Step (see attached)	Monthly Payment Without Sales, Use, and Property Tax <u>\$255.00</u>	Advance Payment: \$ (Tax Incd) by Check# <u>0</u> <input type="checkbox"/> Apply to 1st month's Lease Payment. <input type="checkbox"/> Apply Other _____	Documentation and Filing Fee: <u>0</u>
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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 this 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.

[Signature] JORGE BELDA (FACILITY MGR)
(Authorized Signer Signature) (Authorized Signer Printed Name) (Authorized Signer Title)

PERSONAL GUARANTY I guaranty that the Customer will make all lease payments and pay all other charges required under the Lease when they are due, and that the Customer will perform all other obligations under the Lease fully and promptly. I also agree that you may modify the Lease or make other arrangements with the Lessee and I will still be responsible for those payments and other obligations under the Lease. I agree that you do not need to notify me of any modification or default under the Lease. I will pay all amounts due under the terms of the Lease. In addition, I will reimburse you for any cost or attorney fees incurred in enforcing your rights.

[Signature] _____
(Authorized Signer Signature) Home Address _____
City _____ State _____ Zip _____
Home Phone () _____ SSN _____ - _____ - _____
Date _____
(Printed Name of Guarantor)

DELIVERY AND ACCEPTANCE You certify that all the Equipment described above has been delivered and is accepted. You acknowledge that such Equipment is in good condition and is performing satisfactorily.

X _____
Date Printed Name Title

Lease Agreement

Lease Number 740658

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 Location Address
Full Legal Name K MART 8299
901 Canterbury Rd.
City Shakopee **County** Scott **State** MN **Zip** 55379

Customer Billing Contact: Tom Dohnansky
Phone (612) 445-2936 **(ext)** 210 **Fax** (612) 445-0371
Customer Billing Address (if different)
City _____ **County** _____ **State** _____ **Zip** _____

EQUIPMENT DESCRIPTION

Quantity	Description, Make, Model & Serial Number	Quantity	Description, Make, Model & Serial Number
1	Oce 3165 DC SN-16606924		
1	Canon 6521 SN-VMI04391		
1	ADF		

Check if Additional Equipment Schedule attached

PAYMENT SCHEDULE

Lease Term: 600 (months)
Payment Due: (check one)
 Monthly
 Quarterly
 Other Step (see attached)
Monthly Payment Without Sales, Use, and Property Tax \$ 1,192
Advance Payment: \$ (Tax Incl) by Check# _____
 Apply to 1st month's Lease Payment.
 Apply Other _____
Documentation and Filing Fee: \$ 0

ADDITIONAL PROVISIONS:

Sales Tax Exempt YES (Attach Exemption Certificate)
Customer Billing Reference Number (P.O. #, etc.) _____
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 this 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.

[Signature]
 (Authorized Signer Signature)

Jim Saviano
 (Authorized Signer Printed Name)

Manager Spec Projects
 (Authorized Signer Title)

PERSONAL GUARANTY I guaranty that the Customer will make all lease payments and pay all other charges required under the Lease when they are due, and that the Customer will perform all other obligations under the Lease fully and promptly. I also agree that IOS Capital may modify the Lease or make other arrangements with the Customer and I will still be responsible for those payments and other obligations under the Lease. I agree that IOS Capital does not need to notify me of any modification or default under the Lease. I will pay all amounts due under the terms of the Lease. In addition, I will-reimburse IOS Capital for any cost or attorney fees incurred in enforcing their rights.

[Signature]
 (Authorized Signer Signature)

 Date

 (Printed Name of Guarantor)

Home Address _____
City _____ **State** _____ **Zip** _____
Home Phone () _____ **SSN** _____ - _____ - _____

DELIVERY AND ACCEPTANCE You certify that all the Equipment described above has been delivered and is accepted. You acknowledge that such Equipment is in good condition and is performing satisfactorily.

 Date _____
 Printed Name _____ Title _____



RENTAL AGREEMENT Number: _____

IOS CapitalSM

Thank you for choosing IKON! This rental 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: Tom Johrnsky

CUSTOMER INFORMATION

Full Legal Name K-Mart 829i
Customer Location Address 901 Canterbury Rd
Shikepa Scott MN 55371
City County State Zip

Phone 952-445-3730 (ext) Fax 952-445-0311
Customer Billing Address (if different)
City County State Zip

EQUIPMENT DESCRIPTION

Quantity	Description, Make, Model & Serial Number	Quantity	Description, Make, Model & Serial Number
2	Canon 7130 N VF 19872 NVF19873		

Check if Additional Equipment Schedule attached

PAYMENT SCHEDULE

Minimum Term Agreement: <u>60</u> (months)	Payment Due: (check one) <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other <input type="checkbox"/> Step (see attached)	Payment Without Sales, Use, and Property Tax <u>\$ 176.00</u>	Advance Payment: \$ (Tax Incl'd) by Check # <u>0</u> <input type="checkbox"/> None <input type="checkbox"/> Apply to 1st Payment <input type="checkbox"/> Apply to other <u>0</u>
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ADDITIONAL PROVISIONS (if any) are: _____

Sales Tax Exempt YES (Attach Exemption Certificate) Customer Billing Reference Number (P.O. #, etc.) _____
Addendum(s) attached: YES (check if yes and indicate total number of pages) _____

TERMS AND CONDITIONS 1. Rental Agreement: You agree to rent from us the equipment ("Equipment") listed above. **THIS AGREEMENT IS UNCONDITIONAL AND NON-CANCELABLE.** Effective as of delivery of the Equipment, you agree to all of the terms and conditions contained in this Agreement. You agree this Agreement is for the entire 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 Agreement is indicated by our signature. The terms and conditions set forth on the reverse side of this page are hereby incorporated herein by reference.

AUTHORIZED SIGNER THE PERSON SIGNING THIS AGREEMENT ON BEHALF OF THE CUSTOMER REPRESENTS HE/SHE HAS THE AUTHORITY TO DO SO

(Authorized Signer Signature) Tom Johrnsky (Authorized Signer's Printed Name) _____ (Authorized Signer's Title)

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.

Guarantor Signature City _____ State _____ Zip _____
Home Address _____
Home Phone () _____ SSN - -
(Printed Name of Guarantor, Do Not Include Title) [Tear on Perforation]

DELIVERY AND ACCEPTANCE

With respect to Rental Agreement No. _____ ("Rental Agreement") between IOS Capital, Inc. and _____, as customer ("you"), you hereby certify that each item of equipment described on such Rental Agreement been delivered, installed and accepted and you agree that each such equipment is in good condition and satisfactory for all purposes of the Rental Agreement

Signature Printed Name Title

Lease Agreement

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, Inc. created exclusively to support IKON. We are committed to providing you quality service!

CUSTOMER INFORMATION

K-Mart Corp.
Full Legal Name
135 N Broad St
Winder GA 30680
City County State Zip

Customer Billing Contact: Pamela L. Lewis
770-938-6807 770-938-6853
Phone (ext) Fax
Customer Billing Address (if different)
1701 Mountain Ind Blvd
City Stone Mountain County State GA Zip 30083

EQUIPMENT DESCRIPTION

Table with 4 columns: Quantity, Description, Make, Model & Serial Number. Rows include NP6521 copier, ADF-21 Auto Doc Feeder, 10 bin sorter stapler, and Cabinet.

Check if Additional Equipment Schedule attached

PAYMENT SCHEDULE

Lease Term: 36 (months)
Payment Due: Quarterly
Monthly Payment Without Sales, Use, and Property Tax: \$459.00
Advance Payment: \$
Documentation and Filing Fee: \$

ADDITIONAL PROVISIONS:

Sales Tax Exempt YES (Attach Exemption Certificate)
Customer Billing Reference Number (P.O. #, etc.)
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 this 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.
PAMELA L. LEWIS Office Mgr.
(Authorized Signer Printed Name) (Authorized Signer Title)

PERSONAL GUARANTY I guaranty that the Customer will make all lease payments and pay all other charges required under the Lease when they are due, and that the Customer will perform all other obligations under the Lease fully and promptly. I also agree that IOS Capital may modify the Lease or make other arrangements with the Customer and I will still be responsible for those payments and other obligations under the Lease. I agree that IOS Capital does not need to notify me of any modification or default under the Lease. I will pay all amounts due under the terms of the Lease. In addition, I will reimburse IOS Capital for any cost or attorney fees incurred in enforcing their rights.

Home Address
City State Zip
Home Phone () SSN
Date
(Printed Name of Guarantor)

DELIVERY AND ACCEPTANCE You certify that all the Equipment described above has been delivered and is accepted. You acknowledge that such Equipment is in good condition and is performing satisfactorily.
Date 9/21/98
PAMELA L. LEWIS Office Mgr.
Printed Name Title

COPY MANAGEMENT PLUS AGREEMENT Number: 864324 IOSC

Thank you for choosing IKON! This agreement ("Agreement") has been written in clear, easy to understand language. Please take time to read it. 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 our 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 subsidiary of IKON.

CUSTOMER INFORMATION

Full Legal Name: Kilmer Corporation
 Customer Location Address: 101 Mountain End Blvd
Stone Mtn GA 30083
 City: _____ County: _____ State: _____ Zip: _____

Customer Billing Contact: Paul Lewis

Phone: 770-938-6807 (ext) _____ Fax: 770-938-6807

Customer Billing Address (if different): _____

City: _____ County: _____ State: _____ Zip: _____

EQUIPMENT DESCRIPTION ("Equipment")

Quantity	Equipment Description	Make, Model & Serial Number	Quantity	Equipment Description	Make, Model & Serial Number
1	Canon TR 3505				
1	DADE-BI				
1	Cassette Unit - S1				
1	Finisher E1				

Check if Additional Equipment Schedule attached.

PAYMENT SCHEDULE

Minimum Term (mos): <u>24</u>	Cost Per Copy: <u>\$ 416</u>	Cost of Additional Copies: <u>\$ 0.16PP</u>	Guaranteed Minimum Monthly Copies: <u>8,500</u>	Advance Payment of \$ _____ (tax included) <input type="checkbox"/> none <input type="checkbox"/> apply to 1 st Payment <input type="checkbox"/> apply to other	Mct For: <input checked="" type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D
Minimum Payment (without tax): <u>\$ 694.00</u>	Payment Due: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly	Delivery/Install Charge: <u>\$ 416</u> (included in advance payment)			

ADDITIONAL PROVISIONS (list here, if any)

Sales Tax Exempt (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 that the Equipment will be used solely for business purposes and not household purposes and the "Customer Location" is a business address. IOS's acceptance of this Agreement, when given, will be indicated by the signature of the Customer. You will keep the Equipment at the customer location specified above. You must obtain our written permission, which will not be given without reasonable cause, you will allow us or our designee to inspect the Equipment. (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 SIGN THIS AGREEMENT.
 _____ Date 8/6/01 Paul Lewis Office
 (Authorized Signer Printed Name) (Authorized Signer Title)

PERSONAL GUARANTY

In consideration of IOS Capital's entering into the above Agreement, I unconditionally guarantee that the Customer will pay all other charges required under such Agreement when they are due, and that the Customer will perform all other obligations under 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 and other obligations under the Agreement. I agree that IOS Capital need not notify me of any default under the Agreement and may proceed here 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, 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.

X _____ Date _____ Home Address _____
 Guarantor Signature _____ City _____ State _____
 Home Phone _____ SSN _____
 (Printed Name of Guarantor Do Not Include Title) [Tear on perforation]



Images Plus Program Agreement

Agreement Number
IP 015748

Customer (Location)

Full Legal Name (Please print) KMART STORE 9740
 Address 111 MCNIGHT WAY
 City GRASS VALLEY, PLA. CA. County _____ State _____ Zip 95949
 Customer Contact (Must be Billing Contact) _____ Phone _____

Customer (Billing address, if different)

Full Legal Name (Please print) _____
 Address _____
 City _____ County _____ State _____ Zip _____

Quantity	System(s) Description: Make, Model & Serial Number	Quantity	System(s) Description: Make, Model & Serial Number
1	RICOH 4622 ARN 20C		

Minimum Term (mos.) <u>36</u>	Cost Per Image \$ <u>0.0369</u>	Guaranteed Minimum Monthly Volume <u>5,500</u>	Advanced Payment of \$ (tax included) First Month _____ Other _____	Cost of Additional Images \$ <u>0.0369</u>
Minimum Monthly Payment (without tax) \$ <u>203.00</u>	Payment Due <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly	Documentation Fee <u>\$50.00</u>	Delivery/Install Charge \$ _____ (included in advance payment)	Meter Reading/Billing For Additional Images <u>K</u> _____ Monthly _____ Other _____

Additional Provisions:

Sales Tax Exempt: YES (Attach Exemption Certificate) Addendum(s) attached: YES Total number of addendums: _____

Customer Billing Reference Number (P.O. #, etc.): _____

Terms And Conditions: 1. You agree to use the System(s) listed above and pay the sums described above. **This Agreement is non-cancelable except as noted under the terms and conditions of the Performance Commitment.** You agree to use this System(s) for the Minimum Term indicated above. **You agree that the System(s) 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 Agreement is indicated by our signature. (See reverse side for more terms and conditions.)

Authorized Signer: THE PERSON SIGNING THIS AGREEMENT ON BEHALF OF THE CUSTOMER (as indicated above) SPECIFICALLY REPRESENTS THEY HAVE THE AUTHORITY TO DO SO.

 Authorized Signer _____ Date _____
Charles R. Salem store manager
 Authorized Signer's Printed Name _____ Title _____

Witness _____ Date _____

Approved and accepted by IOS Capital

 Manager Debra Carter Date _____

Guaranty: I guarantee that the Customer will make all Minimum Monthly Payments and pay all other charges required under the 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 need not notify me of any default under the Agreement and, in the event of default, I will pay all amounts due under the terms of the Agreement. In addition, I will reimburse IOS Capital for any costs or attorney fees incurred in enforcing their rights.

 Signature (An Individual - No Title)
 Printed Name of Guarantor _____
 Home Address _____
 City/State _____
 Home Phone _____
 Social Security Number _____

Delivery and Acceptance
Customer certifies that the entire System(s) described above has been delivered to and is accepted by Customer. Customer acknowledges that such System(s) is in good condition and is performing satisfactorily.

Customer

Lease Agreement

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!

CUSTOMER INFORMATION

Full Legal Name Kmart Corp
 Customer Location Address 8150 Transit Rd
Williamsville ENY NY 14221
 City County State Zip

Customer Billing Contact: Harv Strasburg
716 688 4397
 Phone (ext) Fax
 Customer Billing Address (if different)
 City County State Zip

EQUIPMENT DESCRIPTION

Quantity	Description, Make, Model & Serial Number	Quantity	Description, Make, Model & Serial Number
1	Canon IR210S / NPR04931	1	Canon Super G3 Fax Board D1
1	Canon Sorter B3 / ZKL20714	1	Canon Expansion Board A1
1	Canon RDF-G11 / ZE241070		
1	Canon Cabinet 330/400		

Check if Additional Equipment Schedule attached

PAYMENT SCHEDULE

Lease Term: <u>60</u> (months)	Payment Due: (check one) <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other <input type="checkbox"/> Step (see attached)	Monthly Payment Without Sales, Use, and Property Tax \$ <u>190.10</u>	Advance Payment: \$ (Tax Incd) by Check# _____ <input type="checkbox"/> Apply to 1st month's Lease Payment. <input type="checkbox"/> Apply Other _____	Documentation and Filing Fee: \$ _____
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ADDITIONAL PROVISIONS:

Sales Tax Exempt YES (Attach Exemption Certificate) Addendum(s) attached: YES (Total number of addendums) _____
 Customer Billing Reference Number (P.O. #, etc.) _____

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 this 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.

[Signature] (Authorized Signer Signature) H Strasburg (Authorized Signer Printed Name) DIST. MGA./LLC (Authorized Signer Title)

PERSONAL GUARANTY I guaranty that the Customer will make all lease payments and pay all other charges required under the Lease when they are due, and that the Customer will perform all other obligations under the Lease fully and promptly. I also agree that IOS Capital may modify the Lease or make other arrangements with the Customer and I will still be responsible for those payments and other obligations under the Lease. I agree that IOS Capital does not need to notify me of any modification or default under the Lease. I will pay all amounts due under the terms of the Lease. In addition, I will reimburse IOS Capital for any cost or attorney fees incurred in enforcing their rights.

X (Authorized Signer Signature) _____ Date _____
 Home Address _____
 City _____ State _____ Zip _____
 Home Phone () _____ SSN _____ - _____ - _____
 _____ Date _____
 (Printed Name of Guarantor)

DELIVERY AND ACCEPTANCE You certify that all the Equipment described above has been delivered and is accepted. You acknowledge that such Equipment is in good condition and is performing satisfactorily.

X _____ Date _____
 Printed Name _____ Title _____

IOSCapital

An ICON Office Solutions Company

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

Co-Terminus Equipment Addition Amendment

AMENDMENT ("Amendment"), dated as of the 2 day of July, 2001, to that certain agreement no. [Insert customer no. first, then insert agreement/schedule no.] ("Agreement") between IOS Capital, Inc. ("we" or "us") and Kmart Corp, as customer ("Customer" or "you"). All capitalized words used but not defined in this Amendment will have the meanings given to them in the Agreement. Except to the extent modified by this Amendment, the terms and conditions of the Agreement will remain unchanged and shall continue in full force and effect.

Customer Name Kmart Corp
Address 8150 Transit Rd
Williamsville NY 14221
Phone 716 688 4397 Contact Harv Strasburg

Original Term of Agreement 60 Months

Equipment Model(s) currently rented pursuant to Agreement Canon 210S

Serial Number(s) of Equipment currently rented pursuant to Agreement NPR04931

Equipment To Be Added To Agreement

<i>Additional Equipment</i>	<i>Quantity</i>	<i>Make/Model</i>	<i>Serial Number</i>
	<u>1</u>	<u>Canon print board</u>	

Minimum Monthly Payment Change (not including taxes) The minimum monthly payment required under the Agreement will increase from \$ 190.10 to \$ 254.35

Additional Provision: You are applying to us to amend the Agreement as described above. The above additional equipment will be added on a "co-terminus" basis to the above Agreement (that is, the term for the additional equipment will expire on the same date as the term of the Agreement for the original equipment)

Signatures:

Customer Kmart Corp.

IOS Capital, AUG 6 2001

By [Signature] 7-2-01
Authorized Signer Date

By [Signature]
Authorized Signer Date

Revised 7/00

IMAGES PLUS AGREEMENT Number: 766172

IOSCapitalSM

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 INFORMATION

Kmart Store DBA: Kmart Design & Construction Dept.
 Full Legal Name
2344 Sunrise Blvd.
 Customer Location Address
Rancho Cordova Sacramento CA 95670
 City County State Zip

Customer Billing Contact: Linda Thomas
 Phone (ext) (916) 635-5517 Fax (916) 635-1151
 Customer Billing Address (if different)
 City County State Zip

EQUIPMENT DESCRIPTION ("Equipment")

Quantity	Equipment Description: Make, Model, & Serial Number	Quantity	Equipment Description: Make, Model & Serial Number
<u>1</u>	<u>Ricoh Aficio 270</u>		

Check if Additional Equipment Schedule attached

PAYMENT SCHEDULE

Minimum Term (mos.) <u>60</u>	Cost Per Image <u>N/A</u>	Cost of Additional Images <u>032</u>	Guaranteed Minimum Monthly Images <u>5,000</u>	Advance Payment of \$ <u>none</u> (tax included) <input checked="" type="checkbox"/> none <input type="checkbox"/> apply to 1 st Payment <input type="checkbox"/> apply to other	Meter Reading/Billing For Additional Images <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Other
Minimum Payment (without tax) <u>\$ 338.00</u>	Payment Due: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly	Delivery/Install Charge <u>\$ waived</u> (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 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.

[Signature] Linda Thomas Sr. Proj. Mgr.
 (Authorized Signer Signature) (Authorized Signer Printed Name) (Authorized Signer Title)

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.

[Signature]
 Guarantor Signature

Home Address: _____
 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: _____

Authorized Signer

Printed Name

Title