

LEASE AGREEMENT

Please fax completed agreement to 1-866-329-8795
 Questions or need assistance? Call 1-866-550-8795

FOR EQUIPMENT LEASES UNDER \$100,000

Lease #:
 41395518



This Lease has been written in "Plain English." When we use the words Lessee, You and Your in this Lease, we mean the Lessee indicated below. When we use the words Lessor, We, Us, and Our in this Lease, we mean EverBank Commercial Finance, Inc. Our address is 10 Waterview Boulevard, Parsippany, New Jersey 07054.

CUSTOMER INFORMATION	Lessee Name and Billing Address Marina Coast Water District - 11 Reservation Road, Marina, CA 93933	Fed.Tax ID#
	Equipment Location (if different from above)	Customer Phone # 831-384-6131
SUPPLIER INFORMATION	Supplier Name ("SUPPLIER") and Billing Address MBS Business Systems 325 Victor St., Suite A, Salinas, CA 93907	Supplier Phone # 831-758-1048

EQUIPMENT	Equipment Description	Quantity	Serial Number
Konica Minolta Bizhub 454e	Digital MFP w/ Finisher, Punch Kit and 2,500 Sheet Cassette	1	

END OF LEASE PURCHASE OPTION Check one applicable box. If no box is checked or if more than one box is checked, the Fair Market Value Purchase Option will apply.

Fair Market Value
 \$1.00 Purchase Option
 Fixed Price Purchase Option - 10% of Total Cash Price

TERM AND PAYMENT	Initial Lease Term: 60 Months	Lease Payment: \$157.00	Advance Lease Payment (Non Refundable) 0	PLUS APPLICABLE TAX
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TERMS AND CONDITIONS

1. **LEASE.** You agree to lease the Equipment listed above from Us (the "Equipment") on the terms and conditions of this lease agreement ("Lease.") The Equipment will be deemed irrevocably accepted by You upon the earlier of a) the delivery to Us of a signed Delivery and Acceptance Certificate or b) 10 days after delivery of the Equipment to You if previously You have not given written notice to Us of Your non-acceptance ("Acceptance Date"). The Lease commences on the day the Equipment is delivered to You (the "Commencement Date") and the first Lease payment shall be due on the Commencement Date or any other date that We designate, and the remaining Lease payments will be due on the same day of each subsequent month at an address specified by Us in writing. If more than one Lease payment is required in advance, the additional amount will be applied at the end of the initial or any renewal term. IF THIS LEASE IS REPLACING AN EXISTING LEASE, THE NEW PAYMENT WILL INCLUDE THE BALANCE OF THAT LEASE AND RESULT IN A GREATER AGGREGATE COST TO YOU We may charge You, and You agree to pay, a one time processing fee of \$82.50. YOUR LEASE OBLIGATIONS ARE ABSOLUTE, UNCONDITIONAL AND NOT SUBJECT TO CANCELLATION, REDUCTION, SETOFF OR COUNTER CLAIM.

2. **NO WARRANTIES.** You are leasing the Equipment "AS-IS" AND WE MAKE NO WARRANTIES TO YOU, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. We shall transfer to You any manufacturer's warranties of the Equipment.

3. **EQUIPMENT USE AND MAINTENANCE, RESTOCKING FEE.** You will keep the Equipment at the location stated above and maintain it in good working condition, eligible for manufacturer's certification, normal wear and tear excepted. You further agree to pay for any repairs. You acknowledge that it is Your sole duty to remove all sensitive or confidential data stored within the Equipment prior to returning it. You will pay all shipping expenses if You return the Equipment to Us, to anywhere in the United States We tell You and We reserve the right to charge You a restocking fee equal to two (2) lease payments.

4. **ASSIGNMENT.** You agree not to sell, assign, pledge, or sublease either the Equipment or any right under this Lease without Our prior written consent. You agree that We may sell or assign the Lease without notice and the new owner will have the same rights that We have and will not be subject to any claims, defenses or setoffs that You may have against any Supplier.

5. **TAXES AND FEES.** You will pay all excise, sales and use, personal property and all other taxes and charges which may be imposed by any governmental entity during the term of this Lease, arising from the use, acquisition, ownership or leasing of the Equipment, whether due before or after termination of the Lease. You will reimburse Us for all administrative costs associated with the preparation, filing, payment and other costs necessary to properly administer taxes associated with the Equipment. Where required by law, We will file the personal property tax returns with respect to the Equipment, and You shall pay Us in advance, and at the time(s) We require, the taxes that We anticipate will be due during the year.

6. **INSURANCE.** You will maintain at Your expense (a) property insurance against the loss, theft or destruction of, or damage to, the Equipment for its full replacement value, naming Us as loss payee, and (b) public liability and third party property insurance, naming Us as an additional insured, and give Us written proof of Your insurance. We reserve the right to reject Your insurance carrier for reasonable cause. IF YOU DO NOT GIVE US EVIDENCE OF INSURANCE ACCEPTABLE TO US, WE HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO OBTAIN INSURANCE COVERING OUR INTEREST IN THE EQUIPMENT FOR THE TERM OF THIS LEASE, INCLUDING ANY RENEWAL OR EXTENSIONS. WE MAY ADD THE COSTS OF ACQUIRING AND MAINTAINING SUCH INSURANCE, AND OUR FEES FOR OUR SERVICES IN PLACING AND MAINTAINING SUCH INSURANCE (COLLECTIVELY, "INSURANCE CHARGE"), ON WHICH WE MAY EARN A PROFIT, TO THE AMOUNTS DUE FROM YOU UNDER THIS LEASE. Such insurance may duplicate coverage provided under Your existing policy. You will pay the Insurance Charge in equal installments allocated to the remaining Lease Payments. You acknowledge that We are not required to secure or maintain any insurance, and We will not be liable to You if We terminate any insurance coverage that We arrange.

7. **PURCHASE OPTION; AUTOMATIC RENEWAL.** If no default exists under this Lease, You will have the option at the end of the initial or any renewal term to purchase all (but not less than all) of the Equipment at the Purchase Option price shown above, plus any applicable taxes. Unless the Purchase Option price is \$1.00, You must give Us at least 90 days written notice before the end of the initial lease term that You will purchase the Equipment or that You will return the Equipment to Us. If You do not give Us such written notice or if You do not purchase or deliver the Equipment in accordance with the terms and conditions of this Lease, this Lease will automatically renew on a monthly basis until You exercise a purchase option or deliver the Equipment to Us.

8. **DEFAULT AND REMEDIES.** You shall be in default under this Lease if (a) You fail to make any Lease payment or other payment within 10 days of its due date, (b) You do not perform any of Your other obligations under this Lease and this failure continues for 10 days, (c) You become insolvent. If a default occurs, We may do one or more of the following: (a) terminate the Lease, (b) require that You immediately pay to Us the balance of unpaid Lease payments plus the Equipment's anticipated residual value plus any other amounts due under this Lease, and (c) exercise any other legal right or remedy that We may have. If any Lease Payment is not paid to Us within 3 days of its due date, You will owe Us a late charge not to exceed the greater of 10% of each late payment or \$20.00 (or such lesser amount as is the maximum allowable under applicable law.) You agree to pay all of Our costs of enforcing Our rights against You, whether in a bankruptcy proceeding or otherwise, including reasonable attorneys' fees.

9. **OWNERSHIP; UCC.** You agree that We are the owner of the Equipment and that the Lease is a "finance lease" as defined in Article 2A of the UCC; however, in the event it is deemed to be a lease intended for security, You hereby grant to Us a first priority security interest in the Equipment. YOU AUTHORIZE US TO FILE A COPY OF THIS LEASE AND/OR ANY OTHER DOCUMENT AS A FINANCING STATEMENT AND APPOINT US OR OUR DESIGNEE AS YOUR ATTORNEY-IN-FACT TO EXECUTE AND FILE UCC FINANCING STATEMENTS ON YOUR BEHALF. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A.

10. **INDEMNIFICATION.** You are responsible for any losses, damages, penalties, claims, suits and actions, including attorneys' fees (collectively "Claims") caused by or related to (a) the installation, ownership, use, rental, or possession of the Equipment or (b) any data You store within the Equipment. You agree to reimburse Us for and if We request, to defend Us against, any Claims.

11. **MISCELLANEOUS.** YOU AGREE TO USE THE EQUIPMENT ONLY FOR BUSINESS PURPOSES. YOU WARRANT THAT THE PERSON SIGNING THIS LEASE HAS THE AUTHORITY TO DO SO AND TO GRANT THE POWER OF ATTORNEY SET FORTH IN SECTION 9 OF THIS LEASE. YOU CONFIRM THAT YOU DECIDED TO ENTER INTO THIS LEASE RATHER THAN PURCHASE THE EQUIPMENT. YOU AUTHORIZE US TO CORRECT OBVIOUS ERRORS OR SUPPLY MISSING INFORMATION IN THIS LEASE WITHOUT NOTICE TO YOU. YOU AGREE THAT THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY. YOU CONSENT TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN NEW JERSEY. IF A SIGNED COPY OF THIS AGREEMENT IS DELIVERED TO US, IT WILL BE BINDING ON YOU; HOWEVER, WE WILL NOT BE BOUND BY THIS AGREEMENT UNTIL WE ACCEPT IT BY MANUALLY SIGNING IT OR BY PURCHASING THE EQUIPMENT SUBJECT TO THE AGREEMENT, WHICHEVER OCCURS FIRST. YOU AND WE EXPRESSLY WAIVE ANY RIGHTS TO A TRIAL BY JURY.

EVERBANK COMMERCIAL FINANCE, INC. X _____ Authorized Signature Date	MARINA COAST WATER DISTRICT X _____ Authorized Signature Date
Print Name and Title	Print Name and Title

ACCEPTANCE OF DELIVERY

You certify that all the Equipment listed above has been furnished to You, and that delivery and installation has been fully completed and satisfactory. Further, all terms and conditions of the Lease have been reviewed and agreed to by You. Upon Your signing below, Your promises herein will be irrevocable and unconditional. You understand and agree that We have purchased the Equipment from the above Supplier, whom You may contact for Your warranty rights, which We transfer to You for the term of the Agreement. You acknowledge that We are not the manufacturer, supplier or dealer of the Equipment. Your approval as indicated below of Our purchase of the Equipment from the Supplier, its delivery and Your acceptance is a condition precedent to the effectiveness of the Lease.

X _____ Authorized Signature	_____ Date
Print Name & Title	



FOR EQUIPMENT LEASES UNDER \$100,000

LEASE AGREEMENT

Lease #: 20251289

Please fax completed agreement to 1-866-329-8795
Questions or need assistance? Call 1-866-550-8795

This Lease has been written in "Plain English." When we use the words Lessee, You and Your in this Lease, we mean the Lessee indicated below. When we use the words Lessor, We, Us, and Our in this Lease, We mean EverBank Commercial Finance, Inc. Our address is 10 Waterview Boulevard, Parsippany, New Jersey 07054.

Table with columns for CUSTOMER INFORMATION, SUPPLIER INFORMATION, and Equipment details. Includes fields for Lessee Name, Supplier Name, and Equipment Description.

Table with columns: EQUIPMENT, Equipment Description, Quantity, Serial Number. Includes details for Konica Minolta Bizhub C754e.

Table for END OF LEASE PURCHASE OPTION with checkboxes for Fair Market Value, \$1.00 Purchase Option, and Fixed Price Purchase Option.

Table for TERM AND PAYMENT with columns for Initial Lease Term, Lease Payment, Advance Lease Payment, and PLUS APPLICABLE TAX.

TERMS AND CONDITIONS
1. LEASE. You agree to lease the Equipment listed above from Us (the "Equipment") on the terms and conditions of this lease agreement ("Lease.")
2. NO WARRANTIES. You are leasing the Equipment "AS-IS" AND WE MAKE NO WARRANTIES TO YOU, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
3. EQUIPMENT USE AND MAINTENANCE, RESTOCKING FEE. You will keep the Equipment at the location stated above and maintain it in good working condition...
4. ASSIGNMENT. You agree not to sell, assign, pledge, or sublease either the Equipment or any right under this Lease without Our prior written consent.
5. TAXES AND FEES. You will pay all excise, sales and use, personal property and all other taxes and charges which may be imposed by any governmental entity during the term of this Lease...
6. INSURANCE. You will maintain at Your expense (a) property insurance against the loss, theft or destruction of, or damage to, the Equipment for its full replacement value...
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10. INDEMNIFICATION. You are responsible for any losses, damages, penalties, claims, suits and actions, including attorneys' fees (collectively "Claims") caused by or related to (a) the installation, ownership, use, rental, or possession of the Equipment or (b) any data You store within the Equipment.
11. MISCELLANEOUS. YOU AGREE TO USE THE EQUIPMENT ONLY FOR BUSINESS PURPOSES. YOU WARRANT THAT THE PERSON SIGNING THIS LEASE HAS THE AUTHORITY TO DO SO AND TO GRANT THE POWER OF ATTORNEY SET FORTH IN SECTION 9 OF THIS LEASE.

EVERBANK COMMERCIAL FINANCE, INC.
MARINA COAST WATER DISTRICT
Authorized Signature _____ Date _____
Print Name and Title _____

ACCEPTANCE OF DELIVERY
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Authorized Signature _____ Date _____
Print Name & Title _____