



**PACIFIC OFFICE
AUTOMATION**
The Northwest's own, the nationally recognized copier company

Lease Schedule No. 20426975

Master Agreement No. 20426975

EQUIPMENT		
Equipment MFG Model & Description	Serial Number	Accessories
Konica Minolta 958	A796011003109	
Konica Minolta 808	A8KN011012066	
Konica Minolta 808	A8KN011012056	

See attached schedule for additional Equipment / Accessories

Billing Address: 4904 N Duncan Dr Coeur d'Alene, ID 83815
 Equipment Location: 4904 N Duncan Dr Coeur d'Alene, ID 83815

SUPPLIER

Pacific Office Automation, Inc.
 Name
345 E. 3rd Ave
 Address
Spokane, WA 99202
 City State Zip

PURCHASE OPTION AT END OF TERM	TRANSACTION TERMS
<input checked="" type="checkbox"/> Fair Market Value <input type="checkbox"/> \$1.00* *Lease Rate % _____ % (Must complete for AR, GA, MD, NH, NJ, NM, TX, WI) *Lease Rate Factor <u>.0182</u> (Must complete for all other states) *(required only for \$1.00 Purchase Option)	Lease Payment: <u>\$465.07</u> (plus applicable taxes) Term: <u>60</u> (months) Billing Period: Monthly The following additional payments are due on the date this Lease is signed by you: Advance Payment: <u>\$0.00</u> (Plus Applicable Taxes) Applied to: <input type="checkbox"/> First <input type="checkbox"/> Last Document Fee: \$75.00 (included on first invoice)

"Master Agreement" shall mean the above referenced Master Lease Agreement. "Schedule" shall mean this Lease Schedule. "Lease" shall mean this Schedule and the Master Agreement.

YOU HAVE SELECTED THE EQUIPMENT. THE SUPPLIER AND ITS REPRESENTATIVES ARE NOT AGENTS OF ANY ASSIGNEE OF LESSOR AND ARE NOT AUTHORIZED TO MODIFY THE TERMS OF THE LEASE. YOU ARE AWARE OF THE NAME OF THE MANUFACTURER OF EACH ITEM OF EQUIPMENT AND YOU WILL CONTACT EACH MANUFACTURER FOR A DESCRIPTION OF YOUR WARRANTY RIGHTS. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY OR OTHERWISE. WE PROVIDE THE EQUIPMENT TO YOU AS-IS. YOU AGREE TO USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS, AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL, TAX OR ACCOUNTING TREATMENT OF THIS LEASE AND YOU ACKNOWLEDGE THAT WE ARE AN INDEPENDENT CONTRACTOR AND NOT A FIDUCIARY OF LESSEE. YOU WILL OBTAIN YOUR OWN LEGAL, TAX AND ACCOUNTING ADVICE RELATED TO THIS LEASE AND WILL MAKE YOUR OWN DETERMINATION OF THE PROPER LEASE TERM FOR ACCOUNTING PURPOSES.

YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER. BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. THIS MASTER AGREEMENT AND EACH SCHEDULE SHALL BE GOVERNED BY THE LAWS OF OREGON. YOU CONSENT TO THE JURISDICTION AND VENUE OF FEDERAL AND STATE COURTS IN OREGON.

TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS.

ALL OF THE TERMS AND CONDITIONS SET FORTH IN THE MASTER AGREEMENT ARE HEREBY INCORPORATED INTO THIS SCHEDULE. BY SIGNING THIS SCHEDULE, YOU AGREE TO THE TERMS OF THIS SCHEDULE AND THE MASTER AGREEMENT. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU AND US FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

LESSOR ("We", "Us")	LESSEE ("You")
Pacific Office Automation, Inc. By: X _____ Name _____ Title _____ Date _____	<u>Coeur d'Alene Charter Academy, Inc.</u> (Lessee Full Legal Name) By: X <u>A. GLENN MABIE</u> <u>BUSINESS MGR</u> Name Title <u>1/29/2020</u> <u>82-6509620</u> Date Federal Tax ID



PACIFIC OFFICE AUTOMATION

The Northwest's own, the nationally recognized copier company

Master Lease Schedule # 20426975 R12

"Master Agreement" shall mean this Master Lease Agreement. "Schedule" shall mean any Lease Schedule signed by you and us which incorporates the terms of this Master Agreement. "Lease" shall mean this Master Agreement and any Schedule.

TERMS AND CONDITIONS


- 1. COMMENCEMENT OF A SCHEDULE.** Commencement of a Schedule and acceptance of the Equipment shall occur upon delivery of the Equipment to you ("Commencement Date"). To the extent that the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights, such intangible property shall be referred to as "Software". You understand and agree that we have no right, title or interest in the Software and you will comply throughout the Term of the Lease with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Commencement Date of the Lease. You agree to inspect the Equipment upon delivery and verify by telephone or in writing such information as we may require. If you signed a purchase order or similar agreement for the purchase of the Equipment, by signing a Schedule you assign to us all of your rights, but none of your obligations under it. All attachments, accessories, replacements, replacement parts, substitutions, additions and repairs to the Equipment shall form part of the Equipment under a Schedule.
- 2. LEASE PAYMENTS.** You agree to remit to us the Lease Payment (as set forth in the applicable Schedule) and all other sums when due and payable each Billing Period at the address we provide to you from time to time. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree cash and cash equivalents are not acceptable forms of payment for the Lease and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us. Lease Payments will include any freight, delivery, installation and other expenses we finance on your behalf at your request. Lease Payments are due whether or not you receive an invoice. You authorize us to adjust the Lease Payments by not more than 15% to reflect any reconfiguration of the Equipment or adjustments to reflect applicable sales taxes or the cost of the Equipment by the manufacturer and/or Supplier.
- 3. LEASE CHARGES.** You agree to: (a) pay all costs and expenses associated with the use, maintenance, servicing, repair or replacement of the Equipment; (b) pay all fees, assessments, taxes and charges governmentally imposed upon Lessor's purchase, ownership, possession, leasing, renting, operation, control or use of the Equipment and pay all premiums and other costs of insuring the Equipment; (c) reimburse us for all costs and expenses incurred in enforcing the Lease; and (d) pay all other costs and expenses for which you are obligated under the Lease (a) through (d) collectively referred to as "Lease Charges". If a Schedule provides for a Dollar Purchase Option (a "\$1 Lease"), for U.S. federal income tax purposes, the parties hereto agree that it is their mutual intention that you shall be considered the owner of the Equipment and we shall in no event be liable to you if you fail to secure any U.S. federal income tax benefits available to the owner of the Equipment. If a Schedule provides you with a Fair Market Value Purchase Option (an "FMV Lease"), you agree, at our discretion, to either: (1) reimburse us for all personal property and other similar taxes and governmental charges associated with the ownership, possession or use of the Equipment when billed by the jurisdictions; or (2) remit to us each Billing Period our estimate of the pro-rated equivalent of such taxes and governmental charges. In the event that the Billing Period sums includes a separately stated estimate of personal property and other similar taxes, you acknowledge and agree that such amount represents our estimate of such taxes that will be payable with respect to the Equipment during the Term. You agree to pay us an administrative fee for the processing of taxes, assessments or fees which may be due and payable under this Lease. We may take on your behalf any action required under the Lease which you fail to take, and upon receipt of our invoice you will promptly pay our costs (including insurance premiums and other payments to affiliates), plus reasonable processing fees. Restrictive endorsements on checks you send to us will not reduce your obligations to us. We may charge you a return check or non-sufficient funds charge of \$25 for any check which is returned by the bank for any reason (not to exceed the maximum amount permitted by law).
- 4. LATE CHARGES.** For any payment which is not received by its due date, you agree to pay a late charge not to exceed the higher of 10% of the amount due or \$22 (not to exceed the maximum amount permitted by law) as reasonable collection costs.
- 5. OWNERSHIP, USE, MAINTENANCE AND REPAIR.** In the case of a \$1 Lease, the parties hereto agree that it is their mutual intention that you shall be considered the owner of the Equipment (other than Software) for various purposes, including federal income tax purposes, as of the Commencement Date, and you hereby grant to us and we reserve a security interest in the Equipment to secure all of your obligations under the Lease. In the case of an FMV Lease, we own the Equipment and you have the right to use the Equipment under the terms of this Lease. If the Lease is deemed to be a secured transaction, you grant us a first priority security interest in the Equipment to secure all of your obligations under the Lease. We hereby assign to you all our rights under any manufacturer and/or supplier warranties, so long as you are not in default hereunder. You must keep the Equipment free of liens. You may not remove the Equipment from the address indicated on a Schedule without first obtaining our approval. You agree to: (a) keep the Equipment in your exclusive control and possession; (b) use the Equipment in conformity with all insurance requirements, manufacturer's instructions and manuals; (c) keep the Equipment repaired and maintained in good working order and as required by the manufacturer's warranty, certification and standard full service maintenance contract; and (d) give us reasonable access to inspect the Equipment and its maintenance and other records.
- 6. INDEMNITY.** You are responsible for all losses, damages, claims, infringement claims, injuries and attorneys' fees and costs, including, without limitation, those incurred in connection with responding to subpoenas, third party or otherwise ("Claims"), incurred or asserted by any person, in any manner relating to the Equipment, including its use, condition or possession. You agree to defend and indemnify us against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. This indemnity continues beyond the termination of a Schedule for acts or omissions which occurred during the Term of a Schedule. You also agree that (except in the case of a \$1 Lease) the Lease has been entered into on the assumption that we are the owner of the Equipment for U.S. federal income tax purposes and will be entitled to certain U.S. federal income tax benefits

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BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. THIS MASTER AGREEMENT AND EACH SCHEDULE SHALL BE GOVERNED BY THE LAWS OF OREGON. YOU CONSENT TO THE JURISDICTION AND VENUE OF FEDERAL AND STATE COURTS IN OREGON TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES. FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS.

BY SIGNING THIS MASTER AGREEMENT, YOU ACKNOWLEDGE RECEIPT OF PAGES 1 AND 2 OF THIS MASTER AGREEMENT, AND AGREE TO THE TERMS ON BOTH PAGES 1 AND 2. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU AND US FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US. EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

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LESSOR ("We", "Us")	LESSEE ("You")
<p>Pacific Office Automation, Inc.</p> <p>By: X _____</p> <p>Erin McLaughlin</p> <p>Name _____</p> <p>BAM</p> <p>Title _____</p> <p>Date _____</p>	<p>Coeur d'Alene Charter Academy, Inc</p> <p>(Lessee Full Legal Name)</p> <p>By: X </p> <p>A. GLENN MARBLE</p> <p>Name _____ Title BUSINESS MGR</p> <p>Date 1/11/00 Federal Tax ID 82-0509670</p>


Equipment Delivery and Acceptance Receipt

The undersigned does hereby acknowledge the complete and satisfactory delivery and installation of the Equipment leased from Pacific Office Automation, Inc. The undersigned does further acknowledge that Lessor has made no warranties expressed or implied regarding the equipment; that our obligations to Lessor or its assignees as set forth in the aforementioned lease are free of any and all claims, counter claims, defenses, or set-offs.

Equipment: Konica Minolta 958
 Konica Minolta 808
 Konica Minolta 808

Coeur d'Alene Charter Academy, Inc.
(Full Legal Name of Lessee)

By



(Authorized Signature)

A. GLONN MABILE

(Print Name of Signer)

01/29/2020

(Date)