

**Exhibit A**

**LEASE SCHEDULE No. \_\_\_\_\_ TO MASTER LEASING AGREEMENT  
(the "Master Leasing Agreement")**

**True Lease Transaction**

**UNDER STATE TERM SCHEDULE NUMBER 800901**

- 1. Terms and Provisions:** This Lease Schedule is entered into by and between the Lessor and the Lessee set forth below pursuant to the terms of the Master Leasing Agreement, dated 3/1/2021, between Canon U.S.A., Inc., as Lessor, and the State of Ohio, by the Department of Administrative Services, for the Lessee. The terms of the MASTER LEASING AGREEMENT are hereby incorporated by reference and made a part hereof. The Lessee (check appropriate box) and billing address of Lessee (complete) are set forth below:

☐

An Ohio State agency. The Lessee is the Ohio State agency set forth with the billing address below.

☒

A Political Subdivision in the State of Ohio. The name of the Political Subdivision is set forth below with the billing address.

**Name and Billing Address:**

Mid-Ohio Educational Service Center

890 W 4th St #100

Mansfield, OH 44906

- 2. Commencement Date** of this Lease Schedule shall be: a) the Acceptance Date as identified on the Acceptance Certificate (Exhibit B) hereto if such date is the first day of a month; or b) the first day of the month following the Acceptance Date if such date is not the first day of a month. The Lease Payment due dates shall include the Commencement Date and shall be on the first day of each month thereafter.
- 3. Description of the Property:** The Property subject to this Lease Schedule is set forth below and has been acquired pursuant to the State Term Schedule 800901 currently in existence between Canon U.S.A., Inc. and the State of Ohio, dated 3/1/2021

Item No.	Quantity	Style	Description
1			ADDENDUM A ATTACHED
2			
3 etc.			

**Property Location:**

ADDENDUM A ATTACHED

- 4. Term:** 60 months.
- 5. Periodic Lease Payment Amount:** 604.70
- 6. Lease Payment Frequency:** monthly [monthly, quarterly, annually]
- 7. Expiration:** Lessor shall not be obligated to maintain the stated Payment Amount if the Certificate of Acceptance covering the Property has not been executed by Lessee and received by Lessor at: 5655 Venture Drive by 5:00 p.m., 06/30/2021
- 8. Taxes.** Lessee shall keep the Property free of all levies, liens and encumbrances, except for the interest of Lessor under the Master Leasing Agreement, and shall pay when due all, to the extent applicable by law, taxes, fees, withholdings, levies, imposts, duties, assessments and charges of any kind and nature arising out of or related to the Master Leasing Agreement all in accordance with Section 11 of the Master Leasing Agreement. Upon receipt by Lessor of any such property tax bill (whether from Lessee or directly from the taxing authority), Lessor will pay such tax and will invoice Lessee for the expense. Upon receipt of such invoice, Lessee will promptly reimburse Lessor for such expense.
- 9. Assignment:** As provided in Section 24 of the Master Financing Agreement, Lessee is hereby notified that Lessor has assigned all of its right, title and interest in the Lease Schedule, the Property thereunder and the Lease Payments thereunder and all other rights in and amounts provided for under the Master Financing Agreement applicable to the Lease Schedule to the Assignee (collectively the

“Assigned Interest”). Lessee is hereby directed to pay any and all Lease Payments and other amounts due with respect to which Assignee renders an invoice, at the address set out immediately below or as otherwise directed in said invoice:

**Assignee:** Gordon Flesch Co., Inc.  
Bin 88236  
Milwaukee, WI 53288-0236

10. In signing this, Lessee warrants that the representations, covenants and warranties of the Lessee set forth in the Master Leasing Agreement, which are applicable to this Lease Schedule are true and correct on the date hereof. Lessee agrees that it will pay all amounts due under the Lease Schedule as directed in the invoice and subject to Section 9.2 of the Master Leasing Agreement.
11. This Schedule is subject to Review and Approval by Gordon Flesch Co., Inc.

**ASSIGNMENT ACCEPTED BY GORDON FLESCH CO., INC.:**

**By:** \_\_\_\_\_

**For use only with State Agency Lease Schedules**

This Schedule is subject to review and approval by the State of Ohio's Department of Administrative Services ("DAS") for state agencies under DAS superintending authority in accordance with Sections 125.021 and 125.041 of the Code. DAS review and approval is also to ensure that state agencies' purchases which are under DAS authority are made with a "Release and Permit" in accordance with Section 125.06 of the Code.

**REVIEWED AND APPROVED BY THE OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES:**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

<b>Lessor: Canon U.S.A., Inc.</b>	<b>Lessee: Mid-Ohio Educational Service Center</b>
By:	By:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

## **ADDENDUM A**

**Mid-Ohio Educational Service Center  
890 W 4th St #100  
Mansfield, OH 44906**

<b>Quantity #</b>	<b>Description</b>
<b>1</b>	<b>iR 1643iF</b>
<b>1</b>	<b>iR ADV DX 4735i</b>
1	Inner Finisher-J1
1	Super G3 FAX Board-BF1
1	High Capacity Cassette Feeding Unit-B1
1	Single Pass DADF-C1
<b>4</b>	<b>iR ADV DX C5735i</b>
4	High Capacity Cassette Feeding Unit-A1
2	Super G3 FAX Board-AS2
3	Inner Finisher-H1

**Exhibit B**

**True Lease Transaction**

**CERTIFICATE OF ACCEPTANCE**

LEASE SCHEDULE NO. \_\_\_\_\_

By and Between

Mid-Ohio Educational Service Center (Lessee)

and

CANON U.S.A, INC. (Lessor)

Entered into Pursuant to the  
MASTER LEASING AGREEMENT  
Dated 3/1/2021

By and Between

The State of Ohio, by the Department of Administrative Services

and

CANON U.S.A., INC.

Assigned to  
GORDON FLESCH CO., INC.

1.) ACCEPTANCE: LESSEE HEREBY CONFIRMS THAT THE PROPERTY DESCRIBED ON EXHIBIT A HAS BEEN RECEIVED, IS IN GOOD CONDITION AND REPAIR, AND COMPLIES IN ALL RESPECTS WITH ITS SPECIFICATIONS.

2.) PROPERTY LOCATION: Mid-Ohio Educational Service Center  
890 W 4th St #100  
Mansfield, OH 44906

**USER:**

\_\_\_\_\_

**BY**

\_\_\_\_\_

**TITLE:**

\_\_\_\_\_

**SIGNATURE:**

\_\_\_\_\_

**DATE OF ACCEPTANCE** \_\_\_\_\_

(Effective Date)

## **Exhibit D**

### **True Lease Transaction**

### **Lessee's Counsel's Opinion**

[To be provided on letterhead of Lessee's Counsel when Lessee is a Political Subdivision]

Canon U.S.A., Inc./Gordon Flesch Co., Inc.  
111 8<sup>th</sup> Ave./5655 Venture Drive  
New York, NY 10011/Dublin, OH 43017

RE: Lease Schedule No. \_\_\_\_\_, Lessee (Mid-Ohio Educational Service Corp.) and Canon U.S.A., Inc. as assigned to Gordon Flesch Co. Inc. (Lessor), entered into pursuant to Master Leasing Agreement, dated 3/1/2021, between the State of Ohio, by the Department of Administrative Services and Canon U.S.A., Inc. (Lessor).

Ladies and Gentleman:

We have acted as special counsel to the political subdivision designated as "Lessee", in connection with Lease Schedule No. \_\_\_\_\_ (the "Lease Schedule"), Lessee Name("Lessee") and Canon U.S.A., Inc., entered into pursuant to Master Leasing Agreement, dated 3/1/2021, between the State of Ohio, by the Department of Administrative Services and Canon U.S.A., Inc.. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

All capitalized terms not otherwise defined herein shall have the meanings provided in the Lease Schedule and Master Leasing Agreement.

As to questions of fact material to our opinion, we have relied upon the representations of Lessee in the Lease Schedule and the Master Leasing Agreement and in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State.
2. Lessee has all requisite power and authority to enter into the Lease Schedule pursuant to the Master Leasing Agreement and to perform its obligations thereunder.
3. The execution, delivery and performance of the Lease Schedule pursuant to the Master Leasing Agreement by Lessee has been duly authorized by all necessary action on the part of Lessee.
4. All proceedings of Lessee and its governing body relating to the authorization and approval of the Lease Schedule pursuant to the Master Leasing Agreement, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.
5. Lessee has acquired or has arranged for the acquisition of the Property subject to the Lease Schedule, and has entered into the Lease Schedule pursuant to the Master Leasing Agreement, in compliance with all applicable public bidding laws.
6. Lessee has obtained all consents and approvals of other governmental authorities or agencies which may be required for the execution, delivery and performance by Lessee of the Lease Schedule pursuant to the Master Leasing Agreement.
7. The Lease Schedule has been duly executed and delivered by Lessee and constitute legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms and the terms of the Master Leasing Agreement, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as Lessee, effecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.

8. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Lease Schedule or of other agreements similar to the Lease Schedule; (b) questioning the authority of Lessee to execute the Lease Schedule, or the validity of the Lease Schedule, or the payment of the Lease Payments under Lease Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Lease Schedule; or (d) affecting the provisions made for the payment of or security for the Lease Schedule.
9. Lessee is a political subdivision as defined under Ohio Revised Code Section 125.04(B) and, pursuant to said Section 125.04(B), Lessee has enacted and filed with the Ohio Department of Administrative Services a certified copy of the ordinance or resolution of the legislative authority or governing board of Lessee requesting authority in the name of the Lessee to participate in state contracts which the Department of Administrative Services, Office of State Purchasing has entered into for the purchase of supplies, services, property and certain materials pursuant to Ohio Revised Code Section 125.04.

This opinion may be relied upon by Lessor, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Lease Schedule.

Very truly yours,

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(Title, e.g., Attorney at Law)

**Exhibit F**

**INSURANCE REQUIREMENTS**

RE: Property Schedule No. \_\_\_\_\_ between Mid-Ohio Educational Service Center (Lessee) and Canon U.S.A., Inc. as assigned to Gordon Flesch Co., Inc. (Lessor), entered into pursuant to Master Leasing Agreement, dated 3/1/2021, between the State of Ohio, by the Department of Administrative Services and Canon U.S.A, Inc. (Lessor)

Per Section 18 of the Master Leasing Agreement, Lessor agrees that Lessee will self-fund replacement of the equipment in the event of a loss/damage to the equipment.

Per Section 18 of the Master Leasing Agreement, Lessor WILL require Lessee to maintain insurance on the Property subject to Property Schedule No. \_\_\_\_\_ in the amounts shown below. A Certificate of Insurance from your insurer is required.

The Certificate should state that in the event the insurance coverage is reduced or cancelled, then 30 days prior to the effect of such event, the insurer will inform Canon U.S.A., Inc. and its assigns of such reduction or cancellation in writing.

<b>Lessor: Canon U.S.A., Inc. Assigned to Gordon Flesch Company, Inc.</b>	<b>Lessee: Mid-Ohio Educational Service Center</b>
By:	By:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

## Ohio School District Certificates

The following certificates required by R.C. 5705.41 and 5705.412 are attached to the contract by and between the Gordon Flesch Company, Inc. and Mid-Ohio Educational Service Ce ("Owner") dated May 19, 2021,

### R.C. 5705.41 Certificate

As the chief fiscal officer of the Owner, I hereby certify that the funds required to meet the obligation of the fiscal year in which the attached contract is made has been lawfully appropriated for such purpose and is in the treasury, or is in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

By: \_\_\_\_\_

Name & Title: \_\_\_\_\_  
(*Treasurer or other appropriate title*)

### R.C. 5705.412 Certificate

We hereby certify that the Owner has in effect for the remainder of the fiscal year and the succeeding fiscal year the authorization to levy taxes including the renewal or replacement of existing levies which when combined with the estimated revenues from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the district to operate an adequate educational program for all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in the succeeding fiscal year, equal to the number of days instruction was held or is scheduled for the current fiscal year.

Superintendent of Owner

By: \_\_\_\_\_  
Print name: \_\_\_\_\_

President of the Board of Education

By: \_\_\_\_\_  
Print name: \_\_\_\_\_

Lease # \_\_\_\_\_

Date: \_\_\_\_\_