



## F.A.M.E., Inc.

### Finance Committee Meeting

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#### Date and Time

Wednesday September 26, 2018 at 5:30 PM CDT

#### Location

428 Broadway St., New Orleans, LA 70118, 2nd Floor Conference Room

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#### Agenda

	Purpose	Presenter	Time
<b>I. Opening Items</b>			<b>5:30 PM</b>
Opening Items			
<b>A.</b> Record Attendance and Guests			
<b>B.</b> Call the Meeting to Order			
<b>C.</b> Approve Minutes	Approve Minutes		
<b>II. Finance</b>			<b>5:30 PM</b>
Finance			
<b>A.</b> Financial Statements and Reports	Discuss	Justin Anderson	15 m
Review and discussion of the financial statements for the months of July and August, 2018; and other financial information.			
<b>B.</b> Audit Update	FYI	Justin Anderson	5 m
An update on the progress of the audit work.			

	Purpose	Presenter	Time
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<b>C. Whitney Bank Financing Update</b>	FYI	Justin Anderson	5 m
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An update will be provided on the financing arrangements with the Whitney Bank.

<b>D. Bank Accounts Reconciliation</b>	FYI	Justin Anderson	10 m
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A discussion about the bank accounts reconciliation.

### III. Other Business

**6:05 PM**

<b>A. Lease Agreement for Copier</b>	Vote	Alisa Dupre and Justin Anderson	5 m
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The staff is requesting approval to enter into a lease agreement with Canon Solutions America for a copy machine. The lease term is for 36 months with monthly payments of \$688.

<b>B. Change Orders to the Contract for Renovations at Gentilly Terrace</b>	Vote	Alisa Dupre and Justin Anderson	15 m
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The original Contract Sum	\$ 1,910,600.00
Change order #1	25,451.38
Change order #2	152,652.40
Change order #3	<u>40,582.36</u>
New Contract Sum with change orders	\$ 2,129,286.14

<b>C. Other Renovation Costs at Gentilly Terrance Campus</b>	Vote	Alisa Dupre and Justin Anderson	5 m
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The staff has authorized renovation costs for office space in the portable buildings on the campus. The committee needs to understand the scope and costs of the completed and proposed work.

	Purpose	Presenter	Time
<b>IV. Closing Items</b>			<b>6:30 PM</b>
<b>A. Adjourn Meeting</b>	Vote		

# Coversheet

## Financial Statements and Reports

<b>Section:</b>	II. Finance
<b>Item:</b>	A. Financial Statements and Reports
<b>Purpose:</b>	Discuss
<b>Submitted by:</b>	
<b>Related Material:</b>	1807 ACS Financial Statement TB JCA1.pdf 1808 ACS Financial Statement TB JCA.pdf



**FRENCH AND MONTESSORI EDUCATION INCORPORATED**

**Financial Statements**

**For the Month Ended July 31, 2018**

These financial statements have not been subject to an audit, review, or compilation engagement, and no assurance is provided on them. Substantially all of the disclosures, and the statement of cash flows, required by accounting principles generally accepted in the United States of America have been omitted.

## Contents

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Statement of Financial Position	1
Statement of Activities and Change in Net Assets and Budget Comparison for the One Months Ended July 31, 2018	2
Statement of Activities and Change in Net Assets and Budget Comparison for the Month Ended July 31, 2018	3
Management's Discussion and Analysis	4-5

These financial statements have not been subject to an audit, review, or compilation engagement, and no assurance is provided on them. Substantially all of the disclosures, and the statement of cash flows, required by accounting principles generally accepted in the United States of America have been omitted.

FRENCH AND MONTESSORI EDUCATION INCORPORATED  
D/B/A AUDUBON CHARTER SCHOOL  
STATEMENT OF FINANCIAL POSITION  
FOR THE MONTH ENDED JULY 31, 2018

**ASSETS****CURRENT ASSETS**

Cash and cash equivalents	\$ 2,493,253
Accounts receivable	347,686
Investments	1,425,440
Prepaid expenses and other current assets	<u>235,775</u>
Total current assets	4,502,154

PROPERTY AND EQUIPMENT, net	<u>2,210,863</u>
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<b>TOTAL ASSETS</b>	<b><u>\$ 6,713,017</u></b>
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**LIABILITIES AND NET ASSETS****CURRENT LIABILITIES**

Accounts payable and accrued expenses	\$ 493,101
Accrued salaries and benefits payable	(38,559)
Deferred revenues	<u>142,791</u>
Total current liabilities	597,333

**NET ASSETS**

Unrestricted net assets	<u>6,115,683</u>
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<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b><u>\$ 6,713,017</u></b>
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FRENCH AND MONTESSORI EDUCATION INCORPORATED  
D/B/A AUDUBON CHARTER SCHOOL  
STATEMENT OF ACTIVITIES AND CHANGE IN NET ASSETS AND BUDGET COMPARISON  
FOR THE ONE MONTHS ENDED JULY 31, 2018

	<u>Actual</u>	<u>Budget</u>	<u>Annual Budget</u>	<u>% Achieved</u>
<b>REVENUES AND SUPPORT</b>				
MFP revenues	\$ 741,245	\$ 705,250	\$ 8,463,000	9%
Fee revenues	-	-	244,800	0%
Public grants and program funding	1,949	-	1,851,826	0%
Private grants and donations	965	-	1,513,367	0%
Income from investments	3,664	4,583	55,000	7%
Other income	3,268	-	550,000	1%
Total revenues and support	<u>751,091</u>	<u>709,833</u>	<u>12,677,993</u>	6%
<b>EXPENSES</b>				
Salaries	176,131	151,005	7,213,057	2%
Benefits	43,651	53,051	2,391,769	2%
Custodial	-	-	-	0%
Disposal	1,283	1,700	20,400	6%
Dues	200	4,250	51,000	0%
Food service	5,244	-	410,091	1%
Insurance	8,704	17,025	223,600	4%
Materials	30,687	32,044	384,530	8%
Purchased services	39,415	37,441	999,841	4%
Rentals	-	919	14,311	0%
Repairs and maintenance	19,829	22,198	266,380	7%
Travel	362	4,583	55,000	1%
Utilities	19,207	26,205	314,460	6%
Depreciation	6,212	9,032	108,380	6%
Other expenses	3,270	11,115	133,375	2%
Debt Service	-	-	91,800	0%
Total expenses	<u>354,195</u>	<u>370,568</u>	<u>12,677,993</u>	3%
<b>CHANGE IN NET ASSETS</b>	<b>\$ 396,896</b>	<b>\$ 339,265</b>	<b>\$ (0)</b>	
NET ASSETS - Beginning of period	<u>5,718,787</u>			
<b>NET ASSETS - End of period</b>	<b><u>\$ 6,115,683</u></b>			

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FRENCH AND MONTESSORI EDUCATION INCORPORATED  
D/B/A AUDUBON CHARTER SCHOOL  
STATEMENT OF ACTIVITIES AND CHANGE IN NET ASSETS AND BUDGET COMPARISON  
FOR THE MONTH ENDED JULY 31, 2018

	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>
<b>REVENUES AND SUPPORT</b>			
MFP revenues	\$ 741,245	\$ 705,250	\$ 35,995
Fee revenues	-	-	-
Public grants and program funding	1,949	-	1,949
Private grants and donations	965	-	965
Income from investments	3,664	4,583	(919)
Other income	3,268	-	3,268
Total revenues and support	<u>751,091</u>	<u>709,833</u>	<u>41,258</u>
<b>EXPENSES</b>			
Salaries	\$ 176,131	\$ 151,005	25,126
Benefits	43,651	53,051	(9,400)
Custodial	-	-	-
Disposal	1,283	1,700	(417)
Dues	200	4,250	(4,050)
Food service	5,244	-	5,244
Insurance	8,704	17,025	(8,321)
Materials	30,687	32,044	(1,357)
Purchased services	39,415	37,441	1,974
Rentals	-	919	(919)
Repairs and maintenance	19,829	22,198	(2,369)
Travel	362	4,583	(4,221)
Utilities	19,207	26,205	(6,998)
Depreciation	6,212	9,032	(2,820)
Other expenses	3,270	11,115	(7,845)
Debt Service	-	7,650	-
Total expenses	<u>354,195</u>	<u>378,218</u>	<u>(16,373)</u>
<b>CHANGE IN NET ASSETS</b>	<b>\$ 396,896</b>	<b><u>\$ 331,615</u></b>	<b><u>\$ 57,631</u></b>
NET ASSETS - Beginning of month	<u>5,718,787</u>		
<b>NET ASSETS - End of month</b>	<b><u>\$ 6,115,683</u></b>		

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FRENCH AND MONTESSORI EDUCATION INCORPORATED  
D/B/A AUDUBON CHARTER SCHOOL  
MANAGEMENT DISCUSSION AND ANALYSIS  
JANUARY 31, 2018

## 1. MFP REVENUES

The total 2% administrative fee, charged by the OPSB for its supervisory role in being the school's granting authority, retained by OPSB for fiscal year 2018-19, is \$15047 through July 31, 2018 and is recorded within Purchased Services on the Statement of Activities and Change in Fund Balance.

2. PUBLIC GRANTS & PROGRAM FUNDING	Month	Year to Date	Annual Budget	% ACHIEVED
NCLB - Title I				
Title II - Improving Teacher Quality		-		
IDEA-B		-		
LA 4 Preschool		-		
CODOFIL Stipends		-		
2016-17 F.A.T. Salary		-		
EEF		-		
Federal Lunch Program	1,949	1,949		
Literacy Grant				
Total Public Grants and Program Funding	<u>\$ 1,949</u>	<u>\$ 1,949</u>	<u>\$ 1,851,826</u>	<u>0%</u>

3. PRIVATE GRANTS AND DONATIONS	Month	Year to Date	Annual Budget	% ACHIEVED
Chinese - Donation In-Kind (Salaries)				
LASIP Program				
Jazz and Heritage				
Sunship				
Schwab Grant				
Keller Family				
Annual Giving and Other Donations	965			
Cool Zoo				
Kellogg Grant				
Walton Grant				
ECMO				
Society for French Schools				
GNOF				
Misc Donations				
Total Private Grants and Donations	<u>\$ 965</u>	<u>\$ -</u>	<u>\$ 1,513,367</u>	<u>0%</u>

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FRENCH AND MONTESSORI EDUCATION INCORPORATED  
D/B/A AUDUBON CHARTER SCHOOL  
MANAGEMENT DISCUSSION AND ANALYSIS  
JANUARY 31, 2018

<b>4. OTHER INCOME</b>	<b>Month</b>	<b>Year to Date</b>	<b>Annual Budget</b>	<b>% ACHIEVED</b>
Charter Care and Arts Reach		\$ -		
Other Student Activity	2,620	2,620		
Consumable Fees		-		
EarthKeepers		-		
Summer Camp	648	648		
Food Service Revenues		-		
Other Miscellaneous		-		
Total Other Income	<u>\$ 3,268</u>	<u>\$ 3,268</u>	<u>\$ 550,000</u>	<u>1%</u>

<b>5. INVESTMENTS</b>	<b>Balance at 7/31/2018</b>
FNBC CDARS Account:	
Principal	\$ 531,668
Accrued Interest	4,901
Subtotal	<u>536,569</u>
Merrill Lynch Account:	
Cash/Money account	17,852
Government and Agency Securities	436,382
Corporate Bonds	254,750
Blackrock Mutual Fund	175,408
Accrued Interest	4,478
Subtotal	<u>888,870</u>
Total Investments	<u>\$ 1,425,439</u>

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**FRENCH AND MONTESSORI EDUCATION INCORPORATED**

**Financial Statements**

**For the Month Ended August 31, 2018**

These financial statements have not been subject to an audit, review, or compilation engagement, and no assurance is provided on them. Substantially all of the disclosures, and the statement of cash flows, required by accounting principles generally accepted in the United States of America have been omitted.



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**FRENCH AND MONTESSORI EDUCATION INCORPORATED  
D/B/A AUDUBON CHARTER SCHOOL  
STATEMENT OF FINANCIAL POSITION  
FOR THE MONTH ENDED August 31, 2018**

**ASSETS****CURRENT ASSETS**

Cash and cash equivalents	\$ 1,938,926
Accounts receivable	285,771
Investments	1,431,676
Prepaid expenses and other current assets	<u>177,224</u>

Total current assets 3,833,597

PROPERTY AND EQUIPMENT, net 2,476,453

For the Month Ended August 31, 2018

**TOTAL ASSETS** \$ 6,310,050

**LIABILITIES AND NET ASSETS****CURRENT LIABILITIES**

Accounts payable and accrued expenses	\$ 282,511
Accrued salaries and benefits payable	20,185
Deferred revenues	<u>159,786</u>

Total current liabilities 462,482

**NET ASSETS**

Unrestricted net assets 5,847,568

**TOTAL LIABILITIES AND NET ASSETS** \$ 6,310,050

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**FRENCH AND MONTESSORI EDUCATION INCORPORATED  
D/B/A AUDUBON CHARTER SCHOOL  
STATEMENT OF ACTIVITIES AND CHANGE IN NET ASSETS AND BUDGET COMPARISON  
FOR THE TWO MONTHS ENDED AUGUST 31, 2018**

	<u>Actual</u>	<u>Budget</u>	<u>Annual Budget</u>	<u>% Achieved</u>
<b>REVENUES AND SUPPORT</b>				
MFP revenues	\$ 1,423,628	\$ 1,410,500	\$ 8,463,000	17%
Fee revenues	6,079	24,480	244,800	2%
Public grants and program funding	101,581	185,183	1,851,826	5%
Private grants and donations	21,080	-	1,513,367	1%
Income from investments	12,338	9,167	55,000	22%
Other income	29,409	55,000	550,000	5%
Total revenues and support	<u>1,594,115</u>	<u>1,684,330</u>	<u>12,677,993</u>	13%
<b>EXPENSES</b>				
Salaries	822,607	842,412	7,213,057	11%
Benefits	207,000	281,618	2,391,769	9%
Custodial	-	-	-	0%
Disposal	5,062	3,400	20,400	25%
Dues	265	8,500	51,000	1%
Food service	10,430	37,786	410,091	3%
Insurance	17,409	45,563	223,600	8%
Materials	107,990	64,088	384,530	28%
Purchased services	123,913	72,137	999,841	12%
Rentals	-	1,121	14,311	0%
Repairs and maintenance	86,873	44,397	266,380	33%
Travel	1,899	9,167	55,000	3%
Utilities	53,672	52,410	314,460	17%
Depreciation	12,423	18,063	108,380	11%
Other expenses	15,792	22,229	133,375	12%
Debt Service	-	-	91,800	0%
Total expenses	<u>1,465,335</u>	<u>1,502,891</u>	<u>12,677,993</u>	12%
<b>CHANGE IN NET ASSETS</b>	<b>\$ 128,780</b>	<b>\$ 181,439</b>	<b>\$ (0)</b>	
NET ASSETS - Beginning of period	<u>5,718,787</u>			
<b>NET ASSETS - End of period</b>	<b><u>\$ 5,847,567</u></b>			

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**FRENCH AND MONTESSORI EDUCATION INCORPORATED  
D/B/A AUDUBON CHARTER SCHOOL  
STATEMENT OF ACTIVITIES AND CHANGE IN NET ASSETS AND BUDGET COMPARISON  
FOR THE MONTH ENDED AUGUST 31, 2018**

	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>
<b>REVENUES AND SUPPORT</b>			
MFP revenues	\$ 682,383	\$ 705,250	\$ (22,867)
Fee revenues	6,079	\$ 24,480	(18,401)
Public grants and program funding	99,632	\$ 185,183	(85,551)
Private grants and donations	20,115	\$ -	20,115
Income from investments	8,674	\$ 4,583	4,091
Other income	26,141	55,000	(28,859)
Total revenues and support	<u>843,024</u>	<u>974,496</u>	<u>(131,472)</u>
<b>EXPENSES</b>			
Salaries	\$ 646,476	\$ 691,407	(44,931)
Benefits	163,349	\$ 228,567	(65,218)
Custodial	-	\$ -	-
Disposal	3,779	\$ 1,700	2,079
Dues	65	\$ 4,250	(4,185)
Food service	5,186	\$ 37,786	(32,600)
Insurance	8,705	\$ 28,538	(19,833)
Materials	77,303	\$ 32,044	45,259
Purchased services	84,498	\$ 34,695	49,803
Rentals	-	\$ 201	(201)
Repairs and maintenance	67,044	\$ 22,198	44,846
Travel	1,537	\$ 4,583	(3,046)
Utilities	34,465	\$ 26,205	8,260
Depreciation	6,211	\$ 9,032	(2,821)
Other expenses	12,522	\$ 11,115	1,407
Debt Service	-	\$ 7,650	-
Total expenses	<u>1,111,140</u>	<u>1,139,972</u>	<u>(21,181)</u>
<b>CHANGE IN NET ASSETS</b>	<b>\$ (268,116)</b>	<b><u>\$ (165,476)</u></b>	<b><u>\$ (110,291)</u></b>
NET ASSETS - Beginning of month	<u>6,115,683</u>		
<b>NET ASSETS - End of month</b>	<b><u>\$ 5,847,567</u></b>		

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**FRENCH AND MONTESSORI EDUCATION INCORPORATED  
D/B/A AUDUBON CHARTER SCHOOL  
MANAGEMENT DISCUSSION AND ANALYSIS  
AUGUST 31, 2018**

**1. MFP REVENUES**

The total 2% administrative fee, charged by the OPSB for its supervisory role in being the school's granting authority, retained by OPSB for fiscal year 2018-19, is \$30,097 through August 31, 2018 and is recorded within Purchased Services on the Statement of Activities and Change in Fund Balance.

<b>2. PUBLIC GRANTS &amp; PROGRAM FUNDING</b>	<u>Month</u>	<u>Year to Date</u>	<u>Annual Budget</u>	<u>% ACHIEVED</u>
NCLB - Title I				
Title II - Improving Teacher Quality		-		
IDEA-B		-		
LA 4 Preschool		-		
CODOFIL Stipends		-		
2016-17 F.A.T. Salary	70,000	70,000		
New School for Nola	18,030	18,030		
Federal Lunch Program		1,949		
Literacy Grant	11,603			
Total Public Grants and Program Funding	<u>\$ 99,632</u>	<u>\$ 89,978</u>	<u>\$ 1,851,826</u>	<u>5%</u>

<b>3. PRIVATE GRANTS AND DONATIONS</b>	<u>Month</u>	<u>Year to Date</u>	<u>Annual Budget</u>	<u>% ACHIEVED</u>
Chinese - Donation In-Kind (Salaries)	12,900	12,900		
LASIP Program	2,343	2,343		
Give Nola	4,209	4,209		
Sunship		-		
Schwab Grant		-		
Keller Family		-		
Annual Giving and Other Donations	605	1,570		
Cool Zoo	10	10		
Kellogg Grant		-		
Walton Grant		-		
ECMO		-		
Society for French Schools		-		
GNOF		-		
Misc Donations	49	49		
Total Private Grants and Donations	<u>\$ 20,116</u>	<u>\$ 21,080</u>	<u>\$ 1,513,367</u>	<u>1%</u>

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**FRENCH AND MONTESSORI EDUCATION INCORPORATED  
D/B/A AUDUBON CHARTER SCHOOL  
MANAGEMENT DISCUSSION AND ANALYSIS  
AUGUST 31, 2018**

<b>4. OTHER INCOME</b>	<b>Month</b>	<b>Year to Date</b>	<b>Annual Budget</b>	<b>% ACHIEVED</b>
Charter Care and Arts Reach	\$ 11,244	\$ 11,244		
Other Student Activity	3,700	8,940		
Consumable Fees		-		
EarthKeepers		-		
Summer Camp	211	1,507		
Food Service Revenues	10,988	10,988		
Other Miscellaneous		-		
Total Other Income	<u>\$ 26,142</u>	<u>\$ 32,679</u>	<u>\$ 550,000</u>	<u>6%</u>

<b>5. INVESTMENTS</b>	<b>Balance at 8/31/2018</b>
FNBC CDARS Account:	
Principal	\$ 531,668
Accrued Interest	5,622
Subtotal	<u>537,290</u>
Merrill Lynch Account:	
Cash/Money account	18,987
Government and Agency Securities	438,199
Corporate Bonds	257,758
Blackrock Mutual Fund	176,012
Accrued Interest	3,429
Subtotal	<u>894,385</u>
Total Investments	<u>\$ 1,431,675</u>

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# Coversheet

## Bank Accounts Reconciliation

<b>Section:</b>	II. Finance
<b>Item:</b>	D. Bank Accounts Reconciliation
<b>Purpose:</b>	FYI
<b>Submitted by:</b>	
<b>Related Material:</b>	FAME BANK RECON 7 31 18.xlsx

## Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. [Adobe Reader](#):

FAME BANK RECON 7 31 18.xlsx



# Coversheet

## Lease Agreement for Copier

<b>Section:</b>	III. Other Business
<b>Item:</b>	A. Lease Agreement for Copier
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	Canon_Broadway Copier.pdf



CANON SOLUTIONS AMERICA  
Canon Solutions America, Inc. ("CSA")  
One Canon Park, Melville, NY 11747  
(800)-613-2228

# UNIFIED LEASE AGREEMENT

**#ULF** S0872343.01

Salesperson: Theodore Davis Ruddock

Order Date: 9/10/2018

<b>Customer ("You"):</b> Customer Account: 1867780		<b>Organization Information</b>	
Company Legal Name: FRENCH AND MONTESSORI EDUCATION INCORPORATED		Federal Tax Identification Number (TIN):	
Doing Business As:		<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Non-Profit Corporation <input type="checkbox"/> State or Local Government <input type="checkbox"/> Sole Proprietorship If selected, complete Date of Birth _____	
Billing Address: 428 BROADWAY ST			
City: NEW ORLEANS	County: ORLEANS		
State: LA	Zip: 70118-3514	Phone: 504.324.7115	
Contact: Alisa Dupre		Fax:	
E-Mail: adupre@asnola.org		Chief Executive Office and address for notices:	
<b>Lease Information</b>		Address:	
		City:	State: Zip:
<b>Lease Term</b>	<b>Payment *</b>	<b>Amount Due at Signing</b>	
36 Months	\$ 688.00 (* Plus applicable taxes)	# of Payments in Advance: 0 TOTAL DUE AT SIGNING * \$ 0.00 Check must accompany agreement	
<b>Payment Frequency</b>	<b>End of Lease Term Purchase Option *</b>		<b>Tax Exempt</b>
<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly	<input checked="" type="checkbox"/> Fair Market Value <input type="checkbox"/> \$1.00 <input type="checkbox"/> Other _____ (estimated)		<input type="checkbox"/> Yes (Attach certificate)
<b>Equipment Description: See Schedule A</b>			
<b>Equipment Maintenance</b>	Select 1 option: <input checked="" type="checkbox"/> Included for all Equipment	<input type="checkbox"/> Included, except for Equipment excluded on Schedule A	<input type="checkbox"/> Declined <input type="checkbox"/> Under separate agreement
<b>Excess Per Image Charge Billing Cycle</b>		<b>Coverage Plan</b>	
<input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Other _____		<input checked="" type="checkbox"/> Per Unit <input type="checkbox"/> Fleet <input type="checkbox"/> Aggregate If adding to existing fleet, applicable contract # _____ If adding to an existing Aggregate, provide either a contract # or serial # under Aggregate.	
<b>Consumables Inclusive</b>		<b>PO Required</b>	
<input checked="" type="checkbox"/> Toner <input checked="" type="checkbox"/> Other Staples		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No PO# _____	
		<b>Charges</b>	
		See Schedule A	
<b>Personal Guaranty</b>			
<p>The undersigned (whether one or more are specified, "Guarantor(s)"), in consideration of CANON SOLUTIONS AMERICA, INC. ("CSA") entering into a unified lease agreement (together with any schedules or supplements thereto, "Agreement") with the customer identified above ("Customer"), irrevocably and unconditionally, jointly and severally, guarantee to Lessor (as defined in the Agreement) and its successors and assigns, the payment when due of all amounts owed under the Agreement (whether at maturity or upon the occurrence of an event of default or otherwise) and the performance by Customer of all terms of the Agreement and any other transaction between Customer and Lessor (or CSA as assigned to Lessor) (collectively, "Liabilities"). If Customer shall fail to pay or perform any Liabilities when due, Guarantors shall, upon demand, pay any amounts which may be due from Customer and take any action required of Customer under the Agreement. This is an absolute and continuing guaranty and Guarantors' liability under this Guaranty is primary and will not be affected by any settlement, extension, renewal or modification of the Agreement or any discharge or release of Customer's obligations, whether by agreement or operation of law.</p> <p>If any payment applied by Lessor on the Liabilities is thereafter set aside, recovered or required to be returned for any reason (including without limitation the bankruptcy, insolvency or reorganization of Customer or any other person), the Liabilities to which such payment was applied shall for the purposes of this Guaranty be deemed to have continued in existence, notwithstanding such application, and this Guaranty shall be enforceable as to such Liabilities as fully as if such application had never been made. This Guaranty may be terminated only upon sixty (60) days' prior written notice to CSA and Lessor, and such termination shall be effective only as to Liabilities arising under schedules, supplements, or agreements entered into after the effective date of termination and shall not affect Lessor's rights under this Guaranty arising out of the Agreement or other agreements entered into prior to such date. Guarantors waive all damages, demands, presentments and notices of every kind and nature, any rights of set-off, and any defenses available to a guarantor (other than the defense of payment and performance in full) under applicable law. Guarantors further waive any (i) notice of the incurring of indebtedness by Customer and the acceptance of this Guaranty, (ii) right to require suit against Customer or any other party before enforcing this Guaranty and (iii) right of subrogation to Lessor's rights against Customer until the Liabilities are satisfied in full. Any (a) renewals and extensions of time of payment, (b) release, substitution or compromise of or realization upon the Equipment, other guaranties or any collateral security and (c) exercise of any other right under this or any other agreement between Lessor (or CSA as assigned by Lessor) and Customer or any third party, may be made, granted and effected by Lessor without notice to Guarantors and without in any manner affecting Guarantors' liability under this Guaranty.</p> <p>Guarantors shall pay all expenses (including attorneys' fees and legal expenses) paid or incurred by Lessor in endeavoring to collect the Liabilities or any part thereof and in enforcing the Guaranty. THIS GUARANTY SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS GUARANTY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN GUARANTORS AND LESSOR SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT LESSOR'S SOLE OPTION, IN THE STATE WHERE ANY GUARANTOR, CUSTOMER OR EQUIPMENT IS LOCATED. GUARANTORS, BY THEIR EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVE OBJECTIONS TO JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. GUARANTORS, BY THEIR EXECUTION AND DELIVERY HEREOF, AND CSA AND LESSOR, BY THEIR ACCEPTANCE HEREOF, HEREBY IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.</p> <p>Guarantors agree that CSA and Lessor may accept a facsimile or other electronic transmission of this Guaranty as an original, and that facsimile or electronically transmitted copies of Guarantors' signatures will be treated as an original for all purposes.</p>			
Printed Name: _____		Signature: _____ (no title) Date: _____	
Address: _____		Phone: _____	
Printed Name: _____		Signature: _____ (no title) Date: _____	
Address: _____		Phone: _____	
BY YOUR SIGNATURE BELOW, YOU AGREE TO LEASE THE ITEMS LISTED ON SCHEDULE A OR IN ANY ADDENDUM(S) TO THIS AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, INCLUDING THE GENERAL TERMS AND CONDITIONS, WHICH ARE INCORPORATED HEREIN BY REFERENCE. The undersigned and CSA have each caused this Agreement to be executed as of the date first written below.			
Customer's Authorized Signature: _____		Date: _____	
Printed Name: _____		Title: _____	
CSA Authorized Signature: _____		Date: _____	
Printed Name: _____		Title: _____	

## GENERAL TERMS AND CONDITIONS

ULF # S0872343.01

**1. LEASE OF EQUIPMENT AND SOFTWARE**

**1.1 Listed Items; Commencement of Lease: Lessor.** CSA shall supply, for lease by you as provided below, and you shall lease the units of equipment ("Equipment") and licenses of software with separate support contracts, if applicable ("Listed Software"; and together with the Equipment and all replacements and additions thereto, "Listed Items") indicated on Schedule A. The initial lessor is **Canon Financial Services, Inc.** (together with any future successors and assignees of its rights as lessor, "Lessor"). You shall keep the Listed Items at the "Ship To" location, not move them to another location without the prior written consent of Lessor (defined below), and keep them free and clear of all liens and encumbrances. This Agreement shall be effective on the date the Listed Items are delivered to you ("Lease Commencement Date"). The term of this Agreement begins on the date accepted by CSA or any later date that CSA designates ("Agreement Date") and shall continue for an initial term of the number of months specified on page 1 (together with any renewal periods, "Lease Term"). Your execution of an acceptance certificate provided by CSA shall conclusively establish that the Listed Items have been delivered to and irrevocably accepted by you. If you have not, within 10 days after delivery of Equipment, delivered to Lessor written notice of non-acceptance of any Equipment, specifying the reasons and referencing this Agreement, you shall be deemed to have irrevocably accepted the Equipment. After acceptance, you shall have no right to cancel this Agreement or return the Listed Items prior to the end of the Lease Term for any reason whatsoever, including termination of any maintenance services that may be provided by CSA under this or any separate agreement. Title to all Listed Items shall be transferred by CSA to Lessor. CSA shall assign to Lessor all of its rights (but none of its obligations) with respect to the Listed Items, including the right to receive all Payments. Lessor does not and shall not assume any obligations under this Agreement. CSA shall remain solely liable for the performance of all maintenance, service, and warranty obligations described in this Agreement.

**1.2 Payments and Costs.** You shall pay to Lessor each billing period the fixed base and, if applicable, the per image charges and all other amounts, as listed and specified on page 1 and Schedule A and such other amounts permitted in this Agreement as invoiced by Lessor (collectively, "Payments"; per image charges are the "Usage Payments", and all other Payments are the "Fixed Payments"). For Equipment designated as Corporate Advantage, the meter shall record a quantity of 2 images for any image produced on media wider than 8 1/2". The Payments shall not increase during the initial term. Prepaid charges shall not be refundable except as provided in Paragraph 2.1(b). Invoices shall be due and payable upon receipt. All Payments will be applied in such order as Lessor, in its discretion, may determine. This lease is a net lease. Fixed Payments shall be made without set-off or deduction, even if the Listed Items malfunction and irrespective of any non-performance by CSA of its maintenance obligations. You authorize Lessor to adjust the Payments and the End of Term Purchase Option amount (if specified on page 1) ("Purchase Option") by up to 15% if the actual cost of the Listed Items and any related services and supplies, including any sales and use tax, exceed CSA's estimates on which such amounts were based. You shall pay a \$85 documentation fee and any applicable taxes (including personal property tax), expenses, charges and fees imposed with respect to the Listed Items, the Payments or your performance or non-performance under this Agreement, and you shall reimburse Lessor for the same plus processing fees (collectively, "Costs"). You agree that Lessor may in its sole discretion apply, but shall not be obligated to apply, any amounts paid in advance to any amount due or to become due hereunder, and in no event shall any amount paid in advance earn interest unless required by applicable law. If any Payments are late, you shall pay (a) the actual and reasonable costs and expenses of collection, including attorneys' fees, whether or not suit is brought, (b) a late charge equal to the higher of 10% of the amount due or \$25, as reasonable liquidated damages, and (c) if Lessor should bring court action, you agree that attorney fees equal to 25% of the amount sought shall be deemed reasonable, in each case not to exceed the maximum amount permitted by law.

**1.3 Purchase Options; Return.** (a) **END OF TERM PURCHASE OPTION.** To elect this option, you shall give Lessor 60 days' prior irrevocable written notice (unless the Purchase Option price is \$1.00) that you will purchase, upon the expiration of the Lease Term, all the Listed Items at the Purchase Option price plus any Costs. (b) **PRIOR TO MATURITY PURCHASE.** You may, at any time, upon 60 days' prior irrevocable written notice, purchase all the Listed Items at a price equal to the sum of all remaining Payments, plus the Fair Market Value, plus Costs. For purposes of this Agreement, "Fair Market Value" shall be Lessor's retail price at the time you notify Lessor of your intent to purchase the Listed Items. (c) Listed Item purchases shall be "AS-IS WHERE-IS" without warranty, except for title; purchases of licenses of Listed Software are subject to the terms thereof. (d) Unless this Agreement contains a \$1.00 Purchase Option, this Agreement shall automatically renew on a month to month basis at the same Payment amount (subject to increase of Usage Payments) and frequency unless you, at least 60 days before the end of the Lease Term, send to Lessor written notice (the "End of Term Notice") that you either (i) are purchasing all (but not less than all) of the Equipment in accordance with the terms hereof, or (ii) do not want to renew this Agreement, and at the end of the Lease Term shall return the Equipment as provided below. Unless this Agreement automatically renews or you purchase the Equipment as provided in this Agreement, you shall, at the termination of the Lease Term, return the Equipment at your sole cost and expense in good operating condition, ordinary wear and tear resulting from proper use excepted, to a location specified by Lessor. Lessor may charge you a return fee equal to the greater of one Fixed Payment or of up to \$250 for the processing of returned Equipment. If for any reason you fail to return any Equipment to Lessor as provided in this Agreement by the last day of such Lease Term, you shall pay to Lessor upon demand one billing period's Fixed Payment for each billing period or portion thereof that such return is delayed. If you fail to provide the required End of Term Notice and return the Equipment at the end of the Lease Term, you shall pay to Lessor upon demand the 60 day equivalent of Fixed Payments to satisfy the End of Term Notice period referenced above. You shall reimburse Lessor for any costs incurred by Lessor to place the Equipment in good operating condition.

**2. MAINTENANCE. YOU SHALL RECEIVE THE MAINTENANCE DESCRIBED IN THIS PARAGRAPH 2 ("Maintenance") ONLY IF YOU HAVE ACCEPTED MAINTENANCE ON PAGE 1. Such services are subject to the exclusions hereinafter described. Maintenance provided to you under separate agreement between CSA and you shall be governed solely by the provisions thereof.**

**2.1 Covered Service.** (a) CSA shall provide all routine preventive maintenance and emergency service necessary to keep the Equipment in good working order in accordance with this Agreement and CSA's normal practice. Such service shall be performed between 8:30 A.M. and 5:00 P.M. Monday through Friday, except holidays. (b) You shall afford CSA reasonable and safe access to the Equipment to perform on-site service. CSA may terminate its maintenance obligations as to any Equipment if you relocate it to a site outside CSA's service coverage area. If, in CSA's opinion, any Equipment cannot be maintained in good working order through CSA's routine maintenance services, CSA may, at its option, (i) substitute comparable Equipment or (ii) cancel any balance of the term of its maintenance obligations as to such Equipment and refund

the unearned portion of any prepaid Usage Payments. Parts or Equipment replaced or removed by CSA in connection with Maintenance shall become the property of Lessor and you disclaim any interest in them. (c) Installation/Implementation of Listed Software may be at an additional charge except to the extent included as a Listed Item and may be conditioned on your agreement to a separate statement of work or other document covering the scope and schedule of installation/implementation, configuration options, responsibilities of each party, and other matters, which shall solely govern as to the matters covered therein. Additional charges may apply for work beyond the initial scope described in such separate document. (d) Support for Listed Software is provided directly by the respective developers thereof and as set forth in each developer's applicable separate support contract, and is not provided by CSA under this Agreement except as expressly provided herein. Support for Listed Software may require separate purchase by you of a support contract, unless included under this Agreement as a Listed Item. The terms of support contracts for Listed Software are available from the developers, or will be provided to you by CSA upon request. Notwithstanding any provision in the support contract to the contrary, it shall automatically renew on an annual basis, subject to a price increase after the initial term. (e) CSA shall make available to you from time to time upgrades and bug fixes for the software licensed as part of the Equipment and for Listed Software, but: (i) only if such upgrades and bug fixes are provided to CSA by the developers of such Listed Software, (ii) availability of upgrades and bug fixes may be at additional charge, and (iii) installation of such upgrades and bug fixes by CSA if requested by you shall be at additional charge. You are not required to use CSA for installation of either Listed Software or for any upgrades and bug fixes, but if installation is done by anyone other than CSA, CSA shall have no responsibility for any performance or other issues that may result from such installation. (f) CSA shall also use reasonable efforts to provide Level 1 support for the Listed Software (except that for certain Listed Software, Level 1 support shall be provided only if and so long as a separate software support contract for such Listed Software from the developer thereof is in effect). Level 1 support consists of (i) providing help-line telephone assistance in operating the Listed Software and identifying service problems in the Listed Software, and attempting to troubleshoot any such problems; (ii) escalating operating problems to the applicable developer of the Listed Software as needed to rectify such problems, including facilitating contact between you and the developer of the Listed Software as necessary; and (iii) maintaining a log of such problems to assist in tracking the same.

**2.2 Maintenance Term and Charges.** (a) Maintenance shall start on the Lease Commencement Date and shall continue for the Lease Term. (b) Consumables Inclusive Maintenance includes replenishment of toner only (and other consumables, but only if specified on page 1). Toner is supplied for exclusive use with the Equipment. CSA may terminate the Maintenance if you use consumables in a different manner. If your toner usage exceeds by more than 10% the published manufacturer specifications for conventional office image coverage, CSA may invoice you for such excess usage. You may purchase additional toner from CSA if required. You shall bear all risk of loss, theft or damage to unused consumables, which shall remain CSA's property and shall be returned promptly upon termination of this Agreement or Maintenance. (c) If you selected the Fleet or Aggregate Coverage Plan on page 1, the Covered Images Included shall apply to all of the Equipment on the Schedule unless otherwise indicated. If specified on page 1 that the Listed Items are being added to an existing Fleet Coverage Plan under a previous agreement between you and CSA, (i) the fleet shall include the listed items under the previous agreement, and all other agreements for which the add to existing fleet option was selected, and (ii) the maintenance term for all Listed Items under this Agreement shall be the same as the maintenance term for all listed items under all such previous agreements. (d) If specified on the face page that the Listed Items are being added to an existing Aggregate Coverage Plan under a previous agreement between you and CSA, the Covered Images shall apply to all of the Equipment on the schedule, unless otherwise indicated, plus the listed items under the previous agreement(s), and all other agreements for which the add to existing Aggregate Coverage Plan was selected, on an aggregated basis, for so long as the maintenance term for all such listed items continues. (e) Unless otherwise indicated on Schedule A, you authorize CSA to use networked features of the Equipment including imageWARE to receive software updates, activate features/new licenses and transmit use and service data accumulated by the Equipment over your network by means of an HTTPS protocol and to store, analyze and use such data for purposes related to servicing the Equipment, providing reports and product improvement. This feature is not capable of sending or receiving image data. (f) You shall provide meter readings to CSA in accordance with the Meter Read Method selected. If you selected the myCSA website, you, your employees or agents shall complete CSA's registration process governing access to and use of such website, and you agree to be bound by, and comply with its Terms of Use. CSA may change your meter read options from time to time upon 60 days' notice. If CSA does not receive timely meter readings from you, you shall pay invoices that reflect CSA's estimates of meter readings. CSA may verify the accuracy of any meter readings from time to time and invoice you for any shortfall in the next invoice. (g) You agree that CSA may suspend performance of Maintenance if and so long as any Payments are overdue, and that any such suspension shall not in and of itself be deemed a termination of this Agreement.

**2.3 Non-Covered Service.** The following services are not included within Maintenance and shall be invoiced in accordance with CSA's then current labor, parts and supply charges: (a) replacement of any consumables not provided as part of Consumable Inclusive Maintenance identified on page 1, including, without limitation, paper, toner, ink, waste containers, fuser oil, staples, other media, print heads and puncher dies; (b) repairs necessitated by factors other than normal use including, without limitation, any willful act, negligence, abuse or misuse of the Equipment; the use of parts, supplies or software not supplied by CSA; service performed by anyone other than CSA; accident; use of Equipment with non-compatible hardware or software components; electrical power malfunction or heating, cooling or humidity ambient conditions; (c) de-installation, re-installation, or relocation of Equipment; (d) repairs to or realignment of Equipment and related training necessitated by changes made to your system configuration or network environment; (e) work requested to be performed outside of CSA's regular business hours; and (f) repair of any network/system connection devices, except when listed on page 1. If you have NOT selected Maintenance on page 1, any of the maintenance services described in Paragraph 2.1 above shall be available only upon your request, either under separate agreement with CSA or invoiced in accordance with CSA's then current labor, parts and supply charges. Installation of certain Listed Software may also require a separate agreement between you and CSA setting forth the scope of work, your responsibilities in connection with such installation, and other terms and conditions as required by CSA. Such separate agreement(s) shall solely govern, and this Agreement shall not apply to, the services described therein.

**3. CSA CUSTOMER SATISFACTION POLICY.** If you are not satisfied with the performance of your Canon or Océ brand product, upon your written request, CSA in its sole discretion will repair or replace the product with a like unit with equivalent capabilities. Prior to replacement, CSA shall have had the opportunity to return the product to good working order in accordance with the terms of this agreement. If a replacement unit is provided, the lease hereunder of the replaced unit shall be deemed terminated and the replacement unit shall be deemed a "Listed Item" for the lease and all other purposes of this Agreement. This policy shall apply only if you

are not in default of this Agreement and Maintenance under this Agreement has not been canceled or terminated.

**4. DATA.** You acknowledge that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that you may store for purposes of normal operation of the Equipment ("Data"). You acknowledge that Lessor is not storing Data on behalf on you and that exposure or access to the Data by CSA or Lessor, if any, is purely incidental to the services performed by CSA or Lessor or any other disposition of the Equipment by you. Neither CSA nor Lessor nor or any of their affiliates has an obligation to erase or overwrite Data upon your return of the Equipment to CSA or Lessor. You are solely responsible for: (A) your compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (B) all decisions related to erasing or overwriting Data. Without limiting the foregoing, you should, (i) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment and/or (ii) prior to return or other disposition of the Equipment, utilize the HDD (or comparable) formatting function (which may be referred to as "Initialized All Data/Settings" function) if found on the Equipment to perform a one pass overwrite of Data or, if you have higher security requirements, you may purchase from CSA at current rates an appropriate option for the Equipment, which may include (a) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (b) an HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (c) a replacement hard drive (in which case you should properly destroy the replaced hard drive). You shall indemnify Lessor, CSA, their subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising or related to the storage, transmission or destruction of the Data. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and CSA or Lessor applies, or could be construed to apply to Data.

##### **5. LIMITED WARRANTY; EXCLUSIONS & LIMITATIONS; INDEMNIFICATION**

**5.1 Limited Warranty.** Equipment is warranted only as provided in the manufacturer's warranty provided with the Equipment (for CANON brand Equipment, the manufacturer's warranty is provided by Canon U.S.A., Inc.). End user warranties, if any, for Listed Software are provided solely by the developers or suppliers of the Listed Software. So long as you are not in breach or default of this Agreement, Lessor assigns to you, solely for the purpose of making and prosecuting any such claim, the rights, if any, which Lessor may have under all such warranties for the Listed Items.

**5.2 Disclaimer of Warranties.** LESSOR IS NOT A MANUFACTURER, DEALER, OR SUPPLIER OF THE LISTED ITEMS. AS BETWEEN YOU AND LESSOR, THE LISTED ITEMS ARE LEASED "AS IS" AND ARE OF A SIZE, DESIGN, AND CAPACITY SELECTED BY YOU. LESSOR HAS MADE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LISTED ITEMS. The warranties, if any, provided for any of the Listed Items are enforceable by you only against the Canon company or third party making such warranties, not against any Lessor. CSA is not an agent or representative of Lessor and is not authorized to waive or alter any of Lessor's rights or make any representation for Lessor about the Listed Items, except to the extent set forth in this Agreement. EACH OF CSA AND LESSOR EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE USE OR PERFORMANCE OF THE LISTED ITEMS OR CSA'S SERVICES. THE FURNISHING OF MAINTENANCE UNDER THIS AGREEMENT DOES NOT ASSURE UNINTERRUPTED OPERATION OR USE OF ANY OF THE LISTED ITEMS.

**5.3 Limitation of Liability.** NEITHER CSA NOR LESSOR SHALL BE LIABLE FOR INJURY OR DAMAGE EXCEPT TO THE EXTENT CAUSED BY SUCH PARTY'S NEGLIGENCE OR WILLFUL MISCONDUCT. NEITHER CSA NOR LESSOR SHALL BE LIABLE FOR EXPENDITURES FOR SUBSTITUTE EQUIPMENT OR SERVICES, LOSS OF REVENUE OR PROFIT, LOSS, CORRUPTION OR RELEASE OF DATA, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, STORAGE CHARGES; OR INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED AND EVEN IF CSA OR LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**5.4 Indemnification.** You shall reimburse Lessor for and defend Lessor against any claim for losses or injury caused by the Listed Items, before and after the Lease Term ends.

##### **6. ADDITIONAL LEASE REQUIREMENTS.**

**6.1 Warranty of Business Purpose; Maintenance.** You warrant that the Listed Items will not be used for personal, family or household purposes. If at any time for any reason whatsoever CSA's maintenance obligations have terminated, at your sole expense you shall keep the Equipment in good working order and supply and install replacement parts and accessories when required to maintain the Equipment. Any such replacements shall be the property of Lessor and shall be deemed Equipment.

**6.2 Risk of loss; Insurance.** Effective upon delivery to you, you shall bear the entire risk of any loss or theft of or damage to the Equipment ("Loss"). You shall obtain and maintain during the term hereunder including all renewals and extensions, at your expense, (a) property insurance for the full replacement value of the Equipment and (b) comprehensive public liability and property damage insurance. All such insurance shall provide for a deductible not exceeding \$5,000 and be in form and amount and with companies satisfactory to Lessor. Each insurer providing such insurance shall name Lessor as additional insured and loss payee and provide Lessor 30 days' prior written notice of alteration or cancellation. You shall deliver certificates or other evidence of insurance to Lessor. You appoint Lessor as your attorney-in-fact solely to make claim for, receive payment of, and execute and endorse documents, checks, or drafts for any Loss. If within 10 days after request you fail to deliver satisfactory evidence of such insurance to Lessor, then Lessor shall have the right, but not the obligation, to obtain insurance covering Lessor's interests in the Equipment, and add the costs of maintaining such insurance, and an administrative fee, to the amounts due from you under this Agreement. Lessor and any of its affiliates may make a profit on the foregoing. You shall promptly (i) repair or replace any Equipment subject to a Loss or (ii) pay to Lessor the Remaining Lease Balance (defined below). No Loss shall relieve you of any obligation under this Agreement.

**7. DEFAULT; REMEDIES.** You shall be in default of this Agreement if: (a) you fail to make any Payments when due or perform any of your other obligations under this Agreement; (b) you fail to make payments when due of any indebtedness to Lessor; (c) you or any guarantor of your obligations ("Guarantor") cease doing business as a going concern; (d) you or any Guarantor become insolvent or make an assignment for the benefit of creditors; (e) a petition or proceeding is filed by or against you or any Guarantor under any bankruptcy or insolvency law; (f) a receiver, trustee, conservator, or liquidator is appointed for you, any Guarantor, or any of your or any Guarantor's property; (g) any statement, representation or warranty made by you or any Guarantor to CSA or Lessor is incorrect in any material respect; or (h) you or

any Guarantor who is a natural person die. If you are in default, you shall pay for Lessor's reasonable collection and other costs, and without limiting any of CSA's rights hereunder or under applicable law, Lessor may exercise (on behalf of itself and, as applicable, CSA) any one or all of the following remedies: (1) declare all unpaid Fixed Payments immediately due and payable, with Lessor retaining title to the Listed Items; (2) terminate any and all agreements with you; (3) without notice, demand or legal process, retake possession of the Listed Items (and you authorize Lessor to enter upon the premises where the Listed Items may be found) and (A) retain the Listed Items and all Payments and other sums paid, (B) re-lease the Listed Items and recover from you the amount by which the Remaining Lease Balance exceeds the value attributed to the Listed Items by Lessor for purposes of calculating the payments under the new lease agreement, or (C) sell the Listed Items and recover from you the amount by which the Remaining Lease Balance exceeds the net amount received by Lessor from such sale; or (4) pursue any other remedy permitted at law or in equity. Lessor may sell the Listed Items after preparing them or not and may disclaim warranties of title and the like. If the Listed Items are not available for sale, you shall be liable for the Remaining Lease Balance and any other amounts due. The "Remaining Lease Balance" shall be the sum of: (i) all Fixed Payments then owed by you to Lessor; (ii) the present value of all remaining Fixed Payments for the full Lease Term; (iii) the Purchase Option of the Listed Items indicated on the face of this Agreement; plus (iv) any applicable taxes, expenses, charges, and fees. For purposes of determining present value, Fixed Payments shall be discounted at 3% per year.

**8. SECURITY; WAIVER.** You authorize Lessor to file any form of financing or continuation statements and amendments thereto. THE LEASE CREATED BY THIS AGREEMENT IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC 2A") AND LESSOR IS ENTITLED TO ALL BENEFITS, PRIVILEGES AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE. YOU WAIVE YOUR RIGHTS AS A LESSEE UNDER UCC 2A SECTIONS 508-522, AND YOU IRREVOCABLY WAIVE ANY RIGHT TO NOTICE THEREOF. If the lease is determined not to be a true lease, you grant Lessor a security interest in the Listed Items. Your exact legal name, your chief executive office address, and your jurisdiction of organization are as set forth on page 1; if you change any of them or the corporate structure, you shall provide prior written notice to Lessor 30 days before such change. Upon request, you will execute and deliver to Lessor such documents as required or appropriate.

##### **9. GENERAL**

**9.1 Choice of Law and Forum.** THIS AGREEMENT AND ALL CLAIMS, DISPUTES AND CAUSES OF ACTION RELATING THERETO, WHETHER SOUNDING IN CONTRACT, TORT OR STATUTE, SHALL FOR ALL PURPOSES BE GOVERNED BY THE LAWS OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. YOU CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED WITHIN CAMDEN OR BURLINGTON COUNTY, NEW JERSEY, OR AT LESSOR'S OPTION IN ANY STATE WHERE YOU OR THE EQUIPMENT ARE LOCATED. YOU WAIVE OBJECTIONS TO THE JURISDICTION OF SUCH COURTS, OBJECTIONS TO VENUE AND TO CONVENIENCE OF FORUM. ANY SUIT, OTHER THAN ONE SEEKING PAYMENT OF AMOUNTS DUE, SHALL BE COMMENCED, IF AT ALL, WITHIN 1 YEAR OF THE DATE THAT THE CLAIM ACCRUES. THE PARTIES IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUIT BETWEEN THEM.

**9.2 Entire Agreement; Electronic Acceptance.** This Agreement shall be binding upon you when you sign it, upon CSA when CSA has installed the Equipment, and upon Lessor when you have accepted the Listed Items. All provisions of this Agreement, including Section 4, which by their nature can be construed to survive the expiration or termination of the Agreement shall so survive. CSA or Lessor may insert missing or correct other information including the Listed Item description, serial number, and location; and corrections to your legal name; but otherwise this Agreement (together with any separate agreement entered into between you and CSA as described in Section 2.3 above) constitutes the entire agreement between the parties with respect to the subject matter hereof. Any purchase order utilized by you shall be for your administrative convenience only, and any terms therein which conflict with, vary from or supplement the provisions of this Agreement shall be deemed null and void. No representation or statement shall be binding upon Lessor or CSA as a warranty or otherwise unless it is contained in the original of this Agreement. This Agreement shall not be modified or amended except in a written amendment signed by an authorized signer of CSA and you. If a court finds any provision to be unenforceable, the remaining provisions shall remain in full force and effect. You expressly disclaim having relied upon any statement concerning the capability, condition, operation, performance or specifications of the Listed Items, except to the extent set forth in the original of this Agreement. CSA or Lessor may accept electronic images of this Agreement or any Acceptance Certificate as originals, and electronic copies of your signature will be treated as original for all purposes.

**9.3 Joint and Several Liability; Assignment.** If more than one entity executes this Agreement as the Customer, your obligations shall be joint and several. YOU SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT, NOR SHALL YOU SUBLET OR LEND ANY LISTED ITEMS. Each of CSA and Lessor may pledge or assign its rights under this Agreement. If a Lessor assigns its rights, the assignee will have the same rights and benefits that the Lessor had and shall not have any obligations hereunder. The rights of the assignee will not be subject to any claims, defenses, or setoffs that you may have against the Lessor.

**9.4 Notices.** All notices required or permitted under this Agreement shall be sufficient if delivered personally, sent via facsimile or other electronic transmission, or mailed to such party at the address set forth on page 1 or at such other address as such party may designate in writing from time to time. Notices shall be effective 3 days after deposit in the U.S. mail, duly addressed, or upon delivery via personal or express delivery, facsimile or other electronic transmission. You shall send all notices regarding lease provisions to Lessor only, and all notices regarding maintenance provisions to CSA only.

##### **Address for notices to Canon Solutions America, Inc.:**

300 Commerce Square Blvd.  
Burlington, NJ 08016  
Attn: Customer Service Department  
Phone: (800) 613-2228  
Fax: (800) 220-4002  
Email: customer@csa.canon.com

##### **Address for notices to Canon Financial Services, Inc.:**

158 Gaither Drive, Suite 200  
Mount Laurel, NJ 08054  
Attn: Customer Service Department  
Phone: (800) 220-0330  
Fax: (856) 813-5122  
Email: customer@cfs.canon.com

**9.5 USA PATRIOT Act; Credit information.** 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 enters into a lease. This means that when you enter into a lease, Lessor may ask for, among other things: (a) your federal tax identification number and (b) your date of birth, if you are a sole proprietor. Lessor may also ask to see identifying documents. You authorize your credit references, any credit reporting agency, or any third party (including Lessor) to collect any credit information and to release the same to Lessor, its affiliates, and their respective designees or assignees.





CANON SOLUTIONS AMERICA

Canon Solutions America, Inc. ("CSA")  
One Canon Park, Melville, NY 11747  
(800)-613-2228

## Unified Lease Agreement

## Schedule A

#ULF S0872343.01

Page 1 of 1

Customer Name: FRENCH AND MONTESSORI EDUCATION INCC

## Ship To Information

Delivery Address: 428 BROADWAY ST			Connectivity Contact: Alisa Dupre		
City: NEW ORLEANS		County: ORLEANS		I/T Phone #: 504.324.7115	
State: LA		Zip: 70118-3514		E-Mail: adupre@asnola.org	
Phone #: 504.324.7115		Elevator: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Loading Dock: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Delivery Contact: Alisa Dupre		Fax #:		Earliest Delivery Date: 9/14/2018 # of Steps: 0 Hours of Operation: 9-5	
E-Mail: adupre@asnola.org			Special Instructions:		

## Equipment and Software ("Listed Items")

## Equipment Maintenance Information

Item Code	Product Description	Qty	Serial #	Complete the following information, if Maintenance is selected on the face page. Maintenance is automatically selected herein unless you choose the option to exclude Maintenance by checking box(es) below.					
0602C037	IRADV5560IV2	1		<input type="checkbox"/> Equipment excluded from Maintenance		<input type="checkbox"/> Corporate Advantage		<input type="checkbox"/> Equipment under separate MPS agreement billed by CSA	
0610C002	HIGH CAPACITY CASSETTE FEEDING UNIT-A1	1		Covered Images Included		Start Meter		Excess per Image Charge	
0614C002	BOOKLET FINISHER-Y1	1		B & W	Color	B & W	Color	B & W	Color
0619C002	BUFFER PASS UNIT-L1	1		20,000	7,500			0.00440	0.03340
0166C007	SUPER G3 FAX BOARD-AS2	1		Alternate Meter Read Method: _____					
1972V073	ESP NEXT GEN PCS POWER FILTER (120V/20A) XG-P	1							
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1							
3088V680	INSTALL PAK C5550I & C5560I	1							
1618V190	IR ADVANCE IMPLEMENTATION SERVICES BY LOCAL	1							
IntSupplies	Pre-Installed Supplies Installed in Machine	1							
				Alternate Meter Read Method: _____					
				<input type="checkbox"/> Equipment excluded from Maintenance		<input type="checkbox"/> Corporate Advantage		<input type="checkbox"/> Equipment under separate MPS agreement billed by CSA	
				Covered Images Included		Start Meter		Excess per Image Charge	
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				B & W	Color	B & W	Color	B & W	Color
				Alternate Meter Read Method: _____					
				<input type="checkbox"/> Equipment excluded from Maintenance		<input type="checkbox"/> Corporate Advantage</			

Key to Meter Read Method: imageWARE Remote unless noted above (or) W =myCSA website



CANON SOLUTIONS AMERICA

Canon Solutions Americas, Inc. ("CSA")  
One Canon Park, Melville, NY 11747  
(800) 613-2228

## UNIFIED LEASE AGREEMENT ADDENDUM

**\*National IPA\***

Customer: FRENCH AND MONTESSORI EDUCATION INCORPORATED		Related to Unified Lease Agreement – ULA#: <b>S0872343</b>	
Street Address: 428 BROADWAY ST	City : NEW ORLEANS	State: LA	Zip: 70118-3514
Equipment Description: (1) IRADVC5560IV2;		Term: 36	

WHEREAS, Canon Solutions America, Inc. ("CSA"), and the above-described Customer have determined that it is for their mutual benefit to enter into this Unified Lease Agreement Addendum ("Addendum") to the above-described Unified Lease Agreement ("Agreement"). All capitalized terms used below that are not defined in this Addendum shall have the meanings set forth in the Agreement.

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, the parties hereby agree as follows:

1. Anything in the Agreement to the contrary notwithstanding, and subject to all of the terms and conditions set forth in this Addendum, the terms and conditions of the Agreement shall be modified as follows:

This transaction shall be governed in all respects by the Terms and Conditions of Contract #CP-002-13 dated 10-1-2013 between Canon Solutions America, Inc. and DuPage County (the "Contract") and any terms and conditions in the Agreement which conflict with, vary from or supplement the Contract terms shall be deemed null and void.

2. It is expressly agreed by the parties that this Addendum is supplemental to the Agreement, and that the provisions thereof, unless specifically modified herein, shall remain in full force and effect and shall apply to this Addendum as though they were expressly set forth herein.
3. In the event of any conflict or inconsistency between the provisions of this Addendum and any provisions of the Agreement, the provisions of this Addendum shall in all respects govern and control.
4. CSA may accept a facsimile or other electronic transmission of this Addendum as an original, and facsimile or other electronically transmitted copies of Customer's signature will be treated as an original for all purposes. THIS ADDENDUM SHALL BE EFFECTIVE WHEN IT HAS BEEN SIGNED BY CUSTOMER AND ACCEPTED BY CSA.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed as of the date set forth below.

**Canon Solutions America, Inc.**

FRENCH AND MONTESSORI EDUCATION INCORPORATED

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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

Unified Lease Agreement Addendum – NIPA



## Certificate Of Completion

Envelope Id: A42A5B1C7AA44005BEA1BC5CEA32D193

Status: Sent

Subject: AUDUBON CHARTER SCHOOL – Please sign the following Sales Document (Quote ID: S0872343)

CSA\_SALES\_BRANCH: LA - Metairie

Source Envelope:

Document Pages: 5

Signatures: 0

Envelope Originator:

Certificate Pages: 1

Initials: 0

CSA Sales Documents

AutoNav: Enabled

1 Canon Park

Envelopeld Stamping: Enabled

Melville, NY 11747-3036

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

CSASalesDocuments@csa.canon.com

IP Address: 146.184.0.84

## Record Tracking

Status: Original

Holder: CSA Sales Documents

Location: DocuSign

9/10/2018 9:04:15 AM

CSASalesDocuments@csa.canon.com

## Signer Events

### Signature

### Timestamp

Latonya Brown

Sent: 9/10/2018 9:04:17 AM

lbrown@asnola.org

CEO

Security Level: Email, Account Authentication  
(None)

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

## In Person Signer Events

### Signature

### Timestamp

## Editor Delivery Events

### Status

### Timestamp

## Agent Delivery Events

### Status

### Timestamp

## Intermediary Delivery Events

### Status

### Timestamp

## Certified Delivery Events

### Status

### Timestamp

## Carbon Copy Events

### Status

### Timestamp

Alisa Dupre

COPIED

Sent: 9/10/2018 9:04:17 AM

adupre@asnola.org

Viewed: 9/10/2018 9:05:03 AM

Security Level: Email, Account Authentication  
(None)

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Theodore Ruddock

COPIED

Sent: 9/10/2018 9:04:17 AM

truddock@csa.canon.com

Security Level: Email, Account Authentication  
(None)

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

## Notary Events

### Signature

### Timestamp

## Envelope Summary Events

### Status

### Timestamps

Envelope Sent

Hashed/Encrypted

9/10/2018 9:04:17 AM

## Payment Events

### Status

### Timestamps

## Coversheet

### Change Orders to the Contract for Renovations at Gentilly Terrace

<b>Section:</b>	III. Other Business
<b>Item:</b>	B. Change Orders to the Contract for Renovations at Gentilly Terrace
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	Colmex - Change Order 1.pdf Colmex - Change Order 2.pdf Colmex - Change Order 3.pdf



Project: Renovations to  
Audubon Charter School at  
Gentilly Terrace School  
4720 Painters Street  
New Orleans, Louisiana 70122  
Project No 11749

Subject: Bids Bonds and Contracts:  
Change Order No. 001

August 15, 2018

Ms. Alisha Davillier Dupré  
Director of Admissions and Operations  
Audubon Charter School  
4720 Painters Street  
New Orleans, Louisiana 70122

Dear Ms. Dupré,

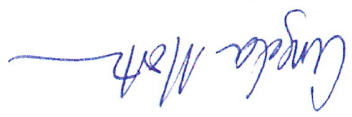
Enclosed please find the five (5) originals of Change Order No. 001, dated August 14, 2018, to the Contract for the above-captioned project.

Please note that the five (5) originals of Change Order No. 001 have been executed by the Contractor, Colmex Construction, LLC, and acceptance is recommended by the Architects.

If you are in agreement, please have the five originals signed on behalf of Audubon Charter School at Gentilly Terrace, retain one (1) original for your records, and return the remaining four (4) originals to the Architect for further distribution.

Should you have any questions with regard to the above, please do not hesitate to contact me.

Sincerely,  
Mathes Brierre Architects



Angela Morton, AIA  
Principal

Enclosures  
AMM/jcr

PROJECT (Name and address):  
Renovations to Audubon Schools at  
Gentilly Terrace  
4720 Painters Street  
New Orleans, Louisiana 70122

TO CONTRACTOR (Name and address):  
Colmex Construction L.L.C.  
4334 Earhart Boulevard  
New Orleans, Louisiana 70125

CHANGE ORDER NUMBER: 001  
DATE: August 14, 2018

ARCHITECT'S PROJECT NUMBER: 11749  
CONTRACT DATE: April 21, 2018

☒ OWNER

☒ ARCHITECT

☒ CONTRACTOR

☐ FIELD

☐ OTHER

CONTRACT FOR: Renovations to Audubon School at  
Gentilly Terrace

CONTRACT FOR: Renovations to Audubon School at  
Gentilly Terrace

THE CONTRACT IS CHANGED AS FOLLOWS:

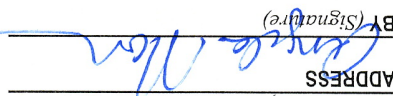
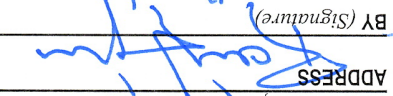
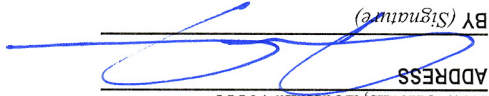
Item 1	Change 4" rubber base to 6"	ADD	\$ 3,631.25
Item 2	Patch, prime and place two finish coats of SW Armorsal at kitchen base. Prep spot prime and spot coat at kitchen floor	ADD	\$ 3,265.00
Item 3	Add furring at room 119, at walls adjacent to the halls, including one layer of 5/8" sheetrock, prep, prime and paint. Includes deduct for prep and paint. Includes electrical device relocation as needed.	ADD	\$13,870.00
Item 4	Patch, prep, prime and paint walls and ceiling of room 132 including patching existing window with painted plywood.	ADD	\$ 1,975.00
Item 5	Add for finish hardware changes to provide intruder cylinder locks at classroom doors in lieu of classroom function cylinder locks.	ADD	\$ 2,710.13
TOTAL CHANGE ORDER NO. 001			ADD \$ 25,451.38
The original Contract Sum was			\$ 1,910,600.00
The net change by previously authorized Change Orders			\$ 0.00
The Contract Sum prior to this Change Order was			\$ 1,910,600.00
The Contract Sum will be increased by this Change Order in the amount of			\$ 25,451.38
The new Contract Sum including this Change Order will be			\$ 1,936,051.38
The Contract Time will be unchanged by ( ) days.			
The date of Substantial Completion as of the date of this Change Order therefore is July 27, 2018.			


**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

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2

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Mathes Briere Architects 201 St. Charles Avenue, Suite 4100 New Orleans, Louisiana 70170-4100 ADDRESS BY (Signature)  Angela Morton (Typed name) August 15, 2018 DATE	Colmex Construction L.L.C... 21041 Highway 36, Suite D New Orleans, Louisiana 70125 ADDRESS BY (Signature)  Angelica Rivera (Typed name) 08-15-18 DATE	French and Montessorie Education, Inc.d/b/a Audubon Schools. 428 Broadway St New Orleans, Louisiana 70118 ADDRESS BY (Signature)  Dr. Erica A. Murray (Typed name) 8/25/18 DATE
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)

Proposed Change Order 001A									
180521									
									
Audobon School Renovation									
Monday, May 21, 2018									
Gentilly Terrace 4720 Painters St. New Orleans, LA 70122									
RE: Architect request to provide pricing for 6" in lieu of 4" specified New Orleans, LA									
ITEMS									
1	Flexco Wallflowers 4" Rubber Base, Color to match Johnsonite #280	RCC	1	\$	(5,200.00)	\$	(5,200.00)		
2	6" Roppe 6" Pinnacle Standard Toe Base - Rolls	RCC	1	\$	7,800.00				
3	Superintendent	Colmex	2	\$	95.00				
4	Project Manager	Colmex	1	\$	115.00				
Subtotal					\$	(5,200.00)	\$	8,105.00	
Subtotal Deductions minus additions					\$		\$	2,905.00	
General Conditions					\$		\$	203.35	
Profit					\$		\$	290.50	
Overhead					\$		\$	232.40	
Net Total					\$		\$	3,631.25	
TOTAL								\$3,631.25	
If ordered by 5/24/18, any standard color ETA is 6/12/18 Colors currently in stock									
Acceptance: 100 - Black 123 - Charcoal 140 - Fawn 150 - Dark Gray 178 - Pewter									
Owner Name									
Date									
Signature									

Signature

Owner Name

Acceptance:

Date

Time will be adjusted at the end if work affects the critical path

TOTAL

\$3,265.00

Net Total

\$

3,265.00

Overhead

\$

208.96

Profit

\$

261.20

General Conditions

\$

182.84

Subtotal Deductions minus additions

\$

2,612.00

Subtotal

\$

-

2,612.00

Colmex

1

\$

115.00

\$

-

115.00

Project Manager

4

Colmex

2

\$

95.00

\$

-

190.00

Superintendent

3

LPI

70

\$

7.50

\$

-

525.00

Floor- repair failed areas: prep, spot prime and spot rescoat

2

LPI

132

\$

13.50

\$

-

1,782.00

Base- patch, prime and 2 finish coats SW Armorseal to match existing

1

ITEMS

DESCRIPTION

LABOR

QTY

PRICE

Deductive

Additive

Comments

Christian Pazos

COLMEX CONSTRUCTION, L.L.C.

4334 Earhart Blvd

New Orleans, LA 70125

P 504.383.8092

F 504.383.8087

www.colmexconstruction.com

Gentilly Terrace

4720 Painters St.

New Orleans, LA 70122

RE: RFI 018 Request

New Orleans, LA

Friday, May 25, 2018

Audobon School Renovation

180521

COLMEX

Proposed Change Order 002AR1

Signature

Owner Name

Date

Acceptance:

PCO scope includes all walls in the auditorium except wall behind existing AC units

Audobon School Renovation									
Christian Pazos									
COLMEX CONSTRUCTION, L.L.C.									
4334 Earhart Blvd									
New Orleans, LA 70125									
P 504.383.8092									
F 504.383.8087									
www.colmexconstruction.com									
ITEMS	DESCRIPTION	Labor	QTY	PRICE	Deductive	Additive	Comments		
1	Auditorium I19-Provide & install new metal furring as required at existing walls and 5/8" gypsum board & metal corner trim	Base	1	\$ 6,931.00		\$	6,931.00		
2	Auditorium I19-Finish Drywall	LPI	1	\$ 4,050.00		\$ -	4,050.00		
3	Delete prep existing walls at Auditorium I19	LPI	1	\$ (810.00)			(810.00)		
4	Electrical adjustments	OHM	1	\$ 600.00		\$	600.00		
4	Superintendent	Colmex	1	\$ 95.00		\$ -	95.00		
5	Project Manager	Colmex	2	\$ 115.00		\$ -	230.00		
Subtotal				\$ (810.00)		\$	11,906.00		
Subtotal Deductions minus additions					\$		11,096.00		
General Conditions					\$		776.72		
Profit					\$		1,109.60		
Overhead					\$		887.68		
Net Total					\$		13,870.00		\$13,870.00



Signature

Owner Name

Date

Acceptance:

Gentilly Terrace 4720 Painters St. New Orleans, LA 70122										RE: Dishwasher Room New Orleans, LA																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				
Christian Pizaros COLMEX CONSTRUCTION, L.L.C. 4394 Bernhart Blvd New Orleans, LA 70125 P: 504.353.8092 F: 504.353.8087 www.colmexconstruction.com										Comments																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				
ITEMS										DESCRIPTION										Labor	QTY	PRICE	Deductive	Additive																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																						
1										Dishwasher 132- Patch, prep, prime & paint walls and ceiling										LPI	1	\$	1,150.00	\$		1,150.00																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				
2										Add plywood to cover interior or window										Colmex	1	\$	220.00	\$	-	220.00																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				
3										Superintendent										Colmex	1	\$	95.00	\$	-	95.00																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				
4										Project Manager										Colmex	1	\$	115.00	\$	-	115.00																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				

Proposed Change Order 012R1

180723



Wednesday, July 11, 2018

Audobon School Renovation

Christan Pazos  
COLMEX CONSTRUCTION, L.L.C.  
4334 Earhart Blvd  
New Orleans, LA 70125  
P 504.383.8092  
F 504.383.8087  
www.colmexconstruction.com

RE: Hardware additions per Owner's request

New Orleans, LA

ITEMS DESCRIPTION

1 Hardware additions/revisions per Owner's request

Colmex

1

\$

2,168.10

\$

2,168.10

Comments

Additive

Deductive

PRICE

QTY

Labor

DESCRIPTION

TOTAL

\$2,710.13

Net Total

2,710.13

Overhead

173.45

Profit

216.81

General Conditions

151.77

Subtotal Deductions minus additions

2,168.10

Subtotal

2,168.10

N/A

Lead time to make this changes is 4-5 weeks. Please be advise that the response to this PCO affects the developemnt of keying schedule and the keying. Lead time for keying is 4 weeks.

This PCO does not include installation. Installation will be submitted in a separate PCO.

Acceptance:

Owner Name

Date



Date:

Accepted by:

Plus Tax  
\$1,971.00

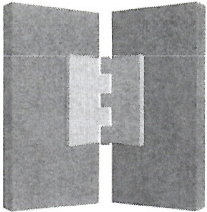
QTY	AMOUNT
21	ADD \$1,971.00
<div>Locksets entry, classroom or storeroom function - change to intruder function - prep 17 dts for 2nd cylinder - (4 dts 111A, 115, 130 &amp; 130A are existing doors) - locks are not ordered, chg without penalty 106A, 111A, 115, 130, 130A, N02, N03, N04, N16, N18, N30, N31, N32, N33, N34, N35, N36, N37, N38, N39, N40 Note - door 120 was specified with intruder function, there is no add for it</div>	
<div>Owner would like to add intruder locks at doors: 106A, 111A, 115, 130, 130A, N02, N03, N04, N16, N18, N30, N31, N32, N33, N34, N35, N36, N37, N38, N39, N40 - 17 are new doors that need to be prep to receive 2nd cylinder - We are assuming that doors 111A, 115, 130&amp;130A can be prep to add 2nd cylinder, if this is not the case additional charges will be submitted</div>	

*****PLEASE NOTE ALL ITEMS AND QUANTITIES AS LISTED, ALL OTHERS ARE EXCLUDED*****	HIMMEL'S	SHIPPED VIA	TERMS	CHG. NET 30
---	----------	-------------	-------	-------------

TO:	Colmex Construction
ATTN.	Frank LaSassier
JOB	Audubon Schools at Gentilly Trace
QUOTATION DATE	7.22.18
SALESPERSON	Ronda Parker

PLEASE INDICATE ABOVE NUMBER WHEN ORDERING

ARCHITECTURAL DOORS & HARDWARE  
OFFICE 225-673-8777 FAX 225-673-6109  
P.O. BOX 960 PRAIRIEVILLE, LA 70769-0960



HIMMEL'S

QUOTATION

Project: Renovations to  
Audubon Charter School at  
Gentilly Terrace School  
4720 Painters Street  
New Orleans, Louisiana 70122  
Project No 11749

Subject: Bids Bonds and Contracts:  
Change Order No. 002

August 23, 2018

Ms. Alisha Davillier Dupré  
Director of Admissions and Operations  
Audubon Charter School  
4720 Painters Street  
New Orleans, Louisiana 70122  
Dear Ms. Dupré,

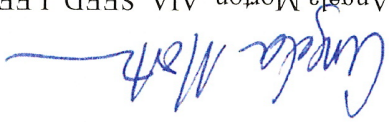
Enclosed please find the five (5) originals of Change Order No. 002, dated August 20, 2018, to the Contract for the above-captioned project.

Please note that the five (5) originals of Change Order No. 002 have been executed by the Architect and Contractor, Colmex Construction, LLC, and acceptance is recommended by the Architects.

If you are in agreement, please have the five originals signed on behalf of Audubon Charter School at Gentilly Terrace, retain one (1) original for your records, and return the remaining four (4) originals to the Architect for further distribution.

Should you have any questions with regard to the above, please do not hesitate to contact me.

Sincerely,  
MATHES BRIERRE ARCHITECTS



Angela Morton, AIA, SEED, LEED AP  
Principal

Enclosures

AMM/jcr

Document G701™ - 2001



## Change Order

<b>PROJECT</b> (Name and address):		Renovations to Audubon Schools at Gentilly Terrace 4720 Painters Street New Orleans, Louisiana 70122
<b>CHANGE ORDER NUMBER:</b> 002	<b>DATE:</b> August 20, 2018	
<input checked="" type="checkbox"/> OWNER:		
<input checked="" type="checkbox"/> ARCHITECT:		
<input checked="" type="checkbox"/> CONTRACTOR:		
<input type="checkbox"/> FIELD:		
<input type="checkbox"/> OTHER:		
<b>ARCHITECT'S PROJECT NUMBER:</b> 11749		
<b>CONTRACT DATE:</b> April 21, 2018		
<b>CONTRACT FOR:</b> Renovations to Audubon School at Gentilly Terrace		
<b>TO CONTRACTOR</b> (Name and address):		Colmex Construction L.L.C. 4334 Earhart Boulevard New Orleans, Louisiana 70125

## THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Item 1 Scarify existing finish floor due to previous cut back adhesive and lack of vapor barrier. Place three step Schonox system to alleviate moisture within the existing concrete. This is required in order to receive a warranty as per the specifications

Item 2 Credit for cleaning the existing floor.

## TOTAL CHANGE ORDER NO. 002

ADD	\$ 152,652.40
DEDUCT	\$ -727.60
	\$ 152,652.40
	\$ 1,936,051.38
	\$ 25,451.38
	\$ 1,910,600.00

The original Contract Sum was  
The net change by previously authorized Change Orders  
The Contract Sum prior to this Change Order was  
The Contract Sum will be increased by this Change Order in the amount of  
The new Contract Sum including this Change Order will be  
The Contract Time will be unchanged by ( ) days.  
The date of Substantial Completion as of the date of this Change Order therefore is July 27, 2018.

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

## NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<b>ARCHITECT</b> (Firm name)	Mathes Brierre Architects	<b>CONTRACTOR</b> (Firm name)	Colmex Construction, L.L.C.	<b>OWNER</b> (Firm name)	French and Montessori Education, Inc./d/b/a Audubon Schools
<b>ADDRESS</b>	201 St. Charles Avenue, Suite 4100 New Orleans, Louisiana 70170-4100	<b>ADDRESS</b>	4334 Earhart Boulevard New Orleans, Louisiana 70125	<b>ADDRESS</b>	428 Broadway Street New Orleans, Louisiana 70118
<b>BY (Signature)</b>		<b>BY (Signature)</b>		<b>BY (Signature)</b>	
<b>(Typed name)</b>	Angela Morton	<b>(Typed name)</b>	Angelica Rivera	<b>(Typed name)</b>	Dr. Erica A. Murray
<b>DATE</b>	August 20, 2018	<b>DATE</b>	08/22/18	<b>DATE</b>	8/25/18

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Project: Renovations to  
Audubon Charter School at  
Gentilly Terrace School  
4720 Painters Street  
New Orleans, Louisiana 70122  
Project No 11749

Subject: Bids Bonds and Contracts:  
Change Order No. 003

August 23, 2018

Ms. Alisa Davillier Dupré  
Director of Admissions and Operations  
Audubon Charter School  
4720 Painters Street  
New Orleans, Louisiana 70122

Dear Ms. Dupré,

Enclosed please find the five (5) originals of Change Order No. 003, dated August 23, 2018, to the Contract for the above-captioned project.

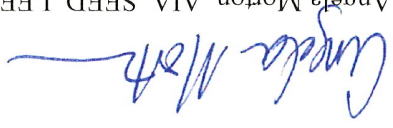
Please note that the five (5) originals of Change Order No. 003 have been executed by the Architect and Contractor, Colmex Construction, LLC, and acceptance is recommended by the Architects.

If you are in agreement, please have the five originals signed on behalf of Audubon Charter School at Gentilly Terrace, retain one (1) original for your records, and return the remaining four (4) originals to the Architect for further distribution.

Should you have any questions with regard to the above, please do not hesitate to contact me.

Sincerely,

MATHES BRIERRE ARCHITECTS



Angela Morton, AIA, SEED, LEED AP  
Principal

Enclosures

AMM/jcr

Change Order

<b>PROJECT (Name and address):</b> Renovations to Audubon Schools at Gentilly Terrace 4720 Painters Street New Orleans, Louisiana 70122	
<input checked="" type="checkbox"/> OWNER:	<b>CHANGE ORDER NUMBER:</b> 003
<input checked="" type="checkbox"/> ARCHITECT:	<b>DATE:</b> August 23, 2018
<input checked="" type="checkbox"/> CONTRACTOR:	<b>ARCHITECT'S PROJECT NUMBER:</b> 11749
<input type="checkbox"/> FIELD:	<b>CONTRACT DATE:</b> April 21, 2018
<input type="checkbox"/> OTHER:	<b>CONTRACTOR (Name and address):</b> Colmex Construction L.L.C. 4334 Earhart Boulevard New Orleans, Louisiana 70125
<b>CONTRACT FOR:</b> Renovations to Audubon School at Gentilly Terrace	

THE CONTRACT IS CHANGED AS FOLLOWS:

Item 1 Elevation changes on Arts and Painters Streets (PCO 007R1).  
*(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)*

Item 2 CCD 1 - Terminate damage repair in Rooms 109 and 110, Hall at existing water cooler, Door Frame to Room 119, Door Trim to Exterior Door on Painters, Windows at 3 existing A/C units (PCR 008).

Item 3 CCD 2 - Correct obvious dielectric connections, replace 3 broken hose bibbs, replace dishwasher valve, add Hot Water to new hand wash sinks at kitchen hall. Add additional plumbing, vent, electrical for washer/dryer (PCO 009).

Item 4 Add 4 additional power locations at doors (Sontro), relamp existing fixtures remove and refinish hall wall at unused disconnect. (ENTERGY disconnected the meter at no cost to Owner) (PCO 013).

Item 5 Clean gutters install Owner furnished gutter screen. Modify 3 cabinets due to existing wall heater valves (PCO 014).

Item 6 Additional curb at fence and ramp on Painters Street (PCO 015).

TOTAL CHANGE ORDER NO. 003

The original Contract Sum was	\$	1,910,600.00
The net change by previously authorized Change Orders	\$	178,103.78
The Contract Sum prior to this Change Order was	\$	2,088,703.78
The Contract Sum will be increased by this Change Order in the amount of	\$	40,582.36
The new Contract Sum including this Change Order will be	\$	2,129,286.14

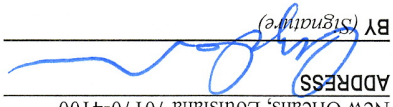
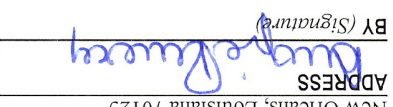
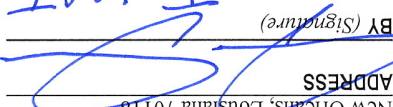
The Contract Time will be unchanged by ( ) days.  
The date of Substantial Completion as of the date of this Change Order therefore is July 27, 2018.

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

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2

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Mathes Briere Architects	Colmex Construction L.L.C.	French and Montessori Education, Inc.
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
201 St. Charles Avenue, Suite 4100 New Orleans, Louisiana 70170-4100	4334 Earhart Boulevard New Orleans, Louisiana 70125	428 Broadway Street New Orleans, Louisiana 70118
ADDRESS	ADDRESS	ADDRESS
		
BY (Signature)	BY (Signature)	BY (Signature)
Angela Morton	Angelica Rivera	Dr. Erica Murray
(Typed name)	(Typed name)	(Typed name)
August 23, 2018		8/23/18
DATE	DATE	DATE

## Coversheet

### Other Renovation Costs at Gentilly Terrance Campus

<b>Section:</b>	III. Other Business
<b>Item:</b>	C. Other Renovation Costs at Gentilly Terrance Campus
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	Gentilly Terrance Modular Buildings.pdf Bid--- Artigues Construction (1).pdf Bid--- Artigues Construction (3).pdf





Calvin Tregre &lt;cstregre@gmail.com&gt;

## FW: Modular Buildings 11749

1 message

Alisa Davillier Dupré &lt;alisa\_dupre@auduboncharter.com&gt;

Fri, Sep 21, 2018 at 11:39 AM

To: Justin Anderson &lt;justin\_anderson@auduboncharter.com&gt;, Calvin Tregre &lt;ctregre@auduboncharter.com&gt;

Cc: "Latoye A. Brown" &lt;latoye\_brown@auduboncharter.com&gt;

Good Morning,

Attached are the documents for the work that was done to the portables. We invited 5 contractors to submit bids, we received three bids. After a review of the lowest bid, and due to budget constraints we pulled back on some of the work and requested the contractor with the lowest bid to eliminate much of the work in one of the portables to get the price down to something we could afford this summer. Artigues Construction was the low bid on the contract. If you have any questions or need additional documents, please let me know.

**Alisa Davillier Dupré | Director of Operations**

Audubon Schools

428 Broadway Street

New Orleans, LA 70118

(o) 504.324.7115 I (f) 504.301.3465 I (m) 504.717.6255

adupre@asnola.org | [www.auduboncharter.org](http://www.auduboncharter.org)

### 9 attachments

Bid--- Artigues Construction.pdf  
11K

FORM OF PROPOSAL- Modular Buildings- Construction South.pdf  
88K

FORM OF PROPOSAL-Modular Buildings-Colmex.pdf  
226K

scanner@artiguesconstruction.com\_20180618\_101415.pdf  
22K

Audubon Gentilly Modular Buildings bid summary.pdf  
72K





**CONTINUATION SHEET***AIA DOCUMENT G703*

Page 2 of 2

**Artigues Construction****1215 Fried Street****Gretna, LA 70053**

Renovations to

Audubon Schools

Modular Trailers at Gentilly Terrace

4720 Painters St., NOLA 70122

APPLICATION NO: Proposal (REVISED)

APPLICATION DATE: 7/1/2018

PERIOD TO:

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1	General Conditions	\$ 2,300.00							
2	Demolition/Removal of Furnishings	\$ 1,350.00							
3	Framing/Drywall	\$ 2,750.00							
4	Finishing/Painting (New & Existing)	\$ 3,750.00							
5	Door Units	\$ 1,680.00							
6	Millwork	\$ -							
7	Flooring	\$ 4,300.00							
8	Plumbing	\$ -							
9	Electrical	\$ 5,000.00							
	Contractor Profit/OH	\$ 3,860.00							
	<b>GRAND TOTALS</b>	\$24,990.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	

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**CONTINUATION SHEET**

AIA DOCUMENT G703

Page 2 of 2

**Artigues Construction****1215 Fried Street****Gretna, LA 70053**

Renovations to

Audubon Schools

Modular Trailers at Gentilly Terrace

4720 Painters St., NOLA 70122

APPLICATION NO: Proposal (REVISED)

APPLICATION DATE: 7/1/2018

PERIOD TO:

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1	General Conditions	\$ 2,300.00							
2	Demolition/Removal of Furnishings	\$ 1,350.00							
3	Framing/Drywall	\$ 2,750.00							
4	Finishing/Painting (New & Existing)	\$ 3,750.00							
5	Door Units	\$ 1,680.00							
6	Millwork	\$ -							
7	Flooring	\$ 4,300.00							
8	Plumbing	\$ -							
9	Electrical	\$ 5,000.00							
	Contractor Profit/OH	\$ 3,860.00							
	<b>GRAND TOTALS</b>	\$24,990.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	

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