



State of South Carolina

RECORD OF NEGOTIATIONS

Solicitation Number: 5400025256
 Procurement Officer: Stephen Taylor
 Phone: 803-737-2772
 E-Mail Address: staylor@sona.sc.gov
 Address: SFAA, Div. of Procurement Services,
 1201 Main Street, Suite 600
 Columbia SC 29201

CONTRACT DESCRIPTION: **STC - IT Equipment Leasing**

USIDIG GOVERNMENTAL UNIT: **Governmentwide Term Contract**

OFFEROR'S NAME AND ADDRESS: **Ontario Investments, Inc.**
 Attn: James Marallo
 Email: jmarallo@ontario.com
 126 North Salina Street, Suite 320
 Syracuse, NY 13202

IMPORTANT NOTICE

Offeror is required to sign this document and return one (1) copy to the procurement officer named above by **5:00 PM ET** on November 13, 2023.

DESCRIPTION OF NEGOTIATED CHANGES:

Pursuant to South Carolina Solicitation 5400025256 - STC IT Equipment Leasing - a binding contract shall result upon execution of a Master Lease Agreement with an entity that submits the successful proposal. Having determined that Ontario Investments, Inc. submitted the successful proposal, the Exhibits attached to this Record of Negotiation constitute the negotiated and mutually agreed upon documents that will govern the resulting contract awarded pursuant to SC solicitation 5400025256.

Signatures below represent intent of each entity to execute the attached Exhibits without alteration, within forty-eight (48) hours of final award, as determined by the expiration of the protest period, or in the case of protest, a final ruling in accordance with South Carolina law, that upholds the award.

Exhibit List:

- Exhibit A: Master Equipment Lease Agreement
- Exhibit B: Form of Parent Guaranty and supporting documents

(Except as provided herein, all terms and conditions of the Offer and the Solicitation remain unchanged and remain in full force and effect.)

OFFEROR'S CERTIFICATE OF CURRENT COST OR PRICING DATA: The Offeror certifies that, to the best of its knowledge and belief, the cost or pricing data (as defined by 48 C.F.R. 2.101) submitted, either actually or by specific identification in writing, by the Offeror to the Procurement Officer in support of the proposed contract are accurate, complete, and current as of the date this record of negotiations is signed. [Procurement Officer must initial here _____ if Certificate inapplicable to this Record of Negotiations]

(See "Pricing Data - Audit - Inspection" provision.) (Reference § 11-33-1130 & R. 19-445-2127)

SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BINDING OFFER TO ENTER A CONTRACT ON BEHALF OF OFFEROR.

By:
(authorized signature)

JAMES MARALLO, JR.
(printed name of person signing above)

As: **Vice President**
(title of person signing above)

Date: **11/7/23**

SIGNATURE OF PERSON AUTHORIZED TO APPROVE NEGOTIATED MODIFICATIONS ON BEHALF OF USING GOVERNMENTAL ENTITY:

By:
(authorized signature)

STEPHEN TAYLOR

(printed name of person signing above)

PROCUREMENT MANAGER

As: _____
(title of person signing above)

Date: **11/7/2023**



State of South Carolina

RECORD OF NEGOTIATIONS

Solicitation Number	5400025256
Procurement Officer	Stephen Taylor
Phone	803-737-2772
E-Mail Address	staylor@mmo.sc.gov
Address	SFAA, Div. of Procurement Services, 1201 Main Street, Suite 600 Columbia SC 29201

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USING GOVERNMENTAL UNIT: **Governmentwide Term Contract**

OFFEROR'S NAME AND ADDRESS: Ontario Investments, Inc.
 Attn: James Marsallo
 Email: jmarsallojr@ontinv.com
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SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BINDING OFFER TO ENTER A CONTRACT ON BEHALF OF OFFEROR:

By: _____
(authorized signature)

(printed name of person signing above)

Its: _____
(title of person signing above)

Date: _____

SIGNATURE OF PERSON AUTHORIZED TO APPROVE NEGOTIATED MODIFICATIONS ON BEHALF OF USING GOVERNMENTAL ENTITY:

By: _____
(authorized signature)

STEPHEN TAYLOR
(printed name of person signing above)

PROCUREMENT MANAGER
Its: _____
(title of person signing above)

Date: _____

MASTER EQUIPMENT LEASE AGREEMENT

MASTER EQUIPMENT LEASE AGREEMENT

- I. Master Equipment Lease Agreement
 - A. Recitals
 - B. Article I - Definitions; Implementation
 - § 1.01 - Definitions
 - § 1.02 - General
 - § 1.03 - Agencies
 - § 1.04 - Lease Terms and Pricing
 - § 1.05 - Master Lessor's Obligations as Master Lessor
 - § 1.06 - Master Lessor Event of Default & Remedies
 - § 1.07 - Master Lessor Damages for Improper Leases
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 - C. Article II - Representations, Covenants, and Warranties
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 - D. Article III - Term
 - § 3.01 - Term of Master Agreement
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 - F. Article V - Rental Payments
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 - § 5.02 - Payment of Rental Payments
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 - § 6.03 - Personal Property
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 - H. Article VII - End of Term Options
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 - I. Article VIII - Maintenance; Taxes; Insurance; Modifications; Location; Records

- § 8.01 - Maintenance of Equipment
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- J. Article IX - Damage, Destruction and Condemnation: Use of Net Proceeds
 - § 9.01 - Damage Destruction and Condemnation
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- K. Article X - Disclaimer of Warranties; Vendor’s Warranties; Use of the Equipment
 - § 10.01 - Disclaimer of Warranties
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- L. Article XI - Assignment and Subleasing; Mortgaging and Selling
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- M. Article XII - Events of Default and Remedies
 - § 12.01 - Events of Default and Default Defined
 - § 12.02 - Remedies on Event of Default
 - § 12.03 - No Cross-Default or Cross-Collateralization
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 - § 13.14 - Termination and Suspension
 - § 13.15 - Construction

II. Exhibits

- A. Lease Schedule to Master Equipment Lease Agreement (Tax Exempt)
- B. Mandatory Lease Terms
- C. List of Agencies
- D. Master Lessor Obligations List
- E. Form of Master Lessor Report and Description of Master Lessor Spreadsheet
- F. Form of Notice and Acknowledgment [Notice of Assignment]
- G. Form of Acceptance Certificate
- H. Request for Financing
- I. No Litigation Certificate
- J. Form of Incumbency Certificate & Form of Signature
- K. Master Lessor Representations
- L. Bill of Sale
- M. Form of Legal Opinion
- N. Lease Financing Application For South Carolina ITMO
- O. Sample Invoice
- P. Form of Equipment Addendum A

S.C. State Solicitation No. 5400025256
S.C. State Contract No. 4400033431

MASTER EQUIPMENT LEASE AGREEMENT

This Master Equipment Lease Agreement (this "Master Agreement") is dated as of November 7, 2023 and entered into between Ontario Investments, Inc. ("Master Lessor") and the Information Technology Management Office, an office of the State Fiscal Accountability Authority, an agency of the State of South Carolina, as agent for the Lessees ("Master Lessee").

RECITALS

A. Master Lessee is the central procurement office for South Carolina state government responsible for the acquisition of information technology. Pursuant to the Procurement Code (as hereinafter defined), Master Lessee issued solicitation number 5400025256 on 8/11/2023 (the "Solicitation") in order to establish a master contract to facilitate the leasing of certain information technology related equipment and software by Agencies (as hereinafter defined).

B. Master Lessor submitted a proposal in response to the Solicitation, said proposal having been determined to be the most advantageous to the State. Thereafter, Master Lessor and Master Lessee negotiated the terms and conditions of this Master Agreement.

C. Master Lessee, in expectation of executing this Master Agreement, posted notice of its intent to award contract number 4400033431 to Master Lessor.

D. Master Lessor and Master Lessee desire to enter this Master Agreement to facilitate the execution and performance of individual leases incorporating this Master Agreement (each, a "Lease") under which Master Lessor will lease Equipment to a Lessee, subject to the terms and conditions of and for the purposes set forth in this Master Agreement.

NOW THEREFORE, in consideration of the recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereby agree as follows:

AGREEMENT

ARTICLE I

DEFINITIONS; IMPLEMENTATION

Section 1.01. Definitions. The following terms will have the meanings indicated below (such meanings to be equally applicable to the singular and plural forms thereof):

“Acceptance Certificate” means a certificate, substantially in the form attached hereto as **Exhibit G**, which shall be executed and delivered to Lessor as evidence of the acceptance of the Equipment and any Substitute Equipment by Lessee.

“Agency” means any South Carolina Public Procurement Unit (as defined by State Code § 11-35-4610(5)) or other entity authorized by the State Code to participate in open-ended contracts established by Master Lessee if the entity has executed or lease schedule. A list of Agencies is attached as **Exhibit C** to this Master Agreement. Upon request, Master Lessee will advise any Lessor in writing whether an entity not listed on **Exhibit C** is qualified to be a Lessee. Master Lessee may update **Exhibit C** from time to time with notice to Master Lessor, but the removal of any Agency shall not affect any Lease whose Lease Term has commenced. Notwithstanding any exchange between the parties at any time, either before or after execution of this Master Agreement, or any other term in this or any other agreement, Master Lessee makes no representation regarding, and no Lessor may rely upon Master Lessee to determine, whether an entity identified as an Agency is a political subdivision of the State within the meaning of Section 103(c) of Title 26 of the Code.

“Bill of Sale” means a Bill of Sale in the form of **Exhibit L**.

“Casualty Occurrence” is defined in Section 9.01(a).

“Chief Procurement Officer” means the management officer for information technology established by State Code Sections 11-35-820 and 11-35-310(5)(a).

“Code” means Title 26 of the United States Code, as amended, and the regulations promulgated thereunder.

“Default” is defined Section 12.01.

“Early Termination Option” means Lessee’s option to purchase all of Lessor’s right, title and interest in and to, and obtain release of Lessor’s security interest in, all Equipment leased under any Lease, or any lesser portion thereof specified by Lessee, as provided in Section 3.03.

“Equipment” means the information technology and software defined as Equipment in each Lease, together with any and all additions, modifications, attachments, accessions, substitutions, replacements and parts thereof. All references herein to "Equipment" shall (i) include Software unless otherwise expressly provided in the Lease Schedule, but (ii) exclude Lessee Software. Master Lessee may, from time to time, add to or eliminate specific items of equipment eligible for lease under Leases. For avoidance of doubt, references to “the

Equipment” or similar language in any sentence is intended to refer to the Equipment financed by the Lease or owned by the Lessee referred to in such sentence.

“Equipment Cost” means the amount Lessor pays for Equipment, including any applicable sales, use or similar front-end tax, any software costs or licensing fees, out-of-pocket costs incurred in delivering and installing the Equipment and any similar costs with respect to the Equipment.

“Event of Default” is defined in Section 12.01.

“Fiscal Year” means for each Lease, the Fiscal Year used by the Lessee. “Beginning Fiscal Year” means the Fiscal Year in which the first Rental Payment is due. Any Fiscal Year after the Beginning Fiscal Year is a subsequent or succeeding Fiscal Year.

“Governmental Body” has the definition ascribed by Section 11-35-310 of the State Code. For purposes of this Master Agreement and any Lease hereunder, Governmental Bodies are those appearing on Exhibit C in the column titled “Agencies/Higher Ed.”

“Hardware” means all computers, peripherals, monitors and other Equipment that are not software.

“Interest Rate” means the interest rate represented by the variable “*r*” in the algebraic formula used for the calculation of Rental Payments, as provided on Exhibit B. The Interest Rate shall equal (1) the stated yield for “Bank Prime Loan” as reported by the Federal Reserve on a weekly average basis for the week preceding the date the Interest Rate is established, and as published in the last publication of the Federal Reserve Statistical Release H.15 (<http://www.federalreserve.gov/Releases/H15/update/>) under the heading “Bank Prime Loan” (the “Index Rate”), plus (2) the Applicable Spread set forth in Exhibit B.

“Information Technology Management Office” (ITMO) means the office established by State Code Section 11-35-820 or its successor in interest. Pursuant to Section 11-35-510 of the State Code, ITMO is authorized to act as the statutory procurement agent for every Governmental Body covered by the Procurement Code. Pursuant to Section 11-35-4810, ITMO is authorized to conduct and administer cooperative purchasing agreements on behalf of South Carolina Public Procurement Units (as defined by State Code Section 11-35-4610(5)), both state and local. Consistent with its statutory authority, ITMO is acting solely in a representative capacity and on behalf of Lessees. Acting only in its capacity as a disclosed agent, ITMO is not otherwise a party to this Master Agreement or any agreement contemplated thereby. Notwithstanding any other provision, ITMO bears no liability for any party's losses relating in any way to this Master Agreement or any agreement contemplated thereby.

“Lease” means a Lease Schedule together with this Master Agreement, as incorporated in to such Lease Schedule. A Lease Schedule shall not include terms or conditions other than those provided in or expressly contemplated by this Master Agreement and **Exhibit A**. For avoidance of doubt, reference to “the Lease” in any sentence shall mean the Lease associated with the Equipment, Lessee, Rental Payments or other subject referred to in such sentence.

“Lease Schedule” means a Lease Schedule substantially in the form attached hereto as

Exhibit A, executed by a Lessee and Lessor.

“Lease Term” means the term of a Lease Schedule, which as to all items of Equipment shall be either 36, 48, or 60 months, commencing on the first day of the month following when such items are accepted by Lessee, as evidenced by its execution of an Acceptance Certificate. The Lessee will have the right to use the Equipment beginning on the Acceptance Date.

“Lessee” means, as to each Lease, the Agency executing the Lease, together with its successors and assigns permitted hereby. For avoidance of doubt, references to “the Lessee” or “Lessee” in any sentence is intended to refer to the Lessee under the Lease or owning the Equipment referred to in such sentence.

“Lessee Software” means any software used on the Hardware other than software financed or otherwise provided by Lessor, including software owned or under perpetual license to the Lessee or another Agency or Governmental Body.

“Lessor” means, as to each Lease, Master Lessor or, to the extent permitted hereunder, any assignee to whom Master Lessor or another Lessor assigns such Lease or the right to enter into such Lease with the Lessee thereunder. For avoidance of doubt, references to “the Lessor” or “Lessor” in any sentence are intended to refer to the Lessor under the Lease or financing the Equipment referred to in such sentence.

“Master Agreement” means this Master Equipment Lease Agreement.

“Master Lessor” means the party so identified above or its successor; but excluding any assignee (other than by operation of law) of Master Lessor’s interest in a Lease.

“Master Lessor Obligations” is defined in Section 1.05.

“Master Lessee” means the Information Technology Management Office or its successor as provided by law.

“Net Proceeds” is defined in Section 9.01(a).

“Notice and Acknowledgment” means a Notice and Acknowledgment in the form attached hereto as **Exhibit F**. Use of any other form is not binding on either Master Lessee or any Lessee. Any changes to this form must be accomplished by a duly executed amendment to this Master Agreement, and only after written approval of the Chief Procurement Officer.

“Office” means the Office of State Treasurer of the State of South Carolina.

“Permitted Assignee” means any banking organization or financial institution organized under the laws of the United States of America or any state thereof and approved by the Chief Procurement Officer in accordance with Section 11.01(b), provided that a Permitted Assignee shall not include (i) any entity with which the State or any Agency thereof or other affiliated body of the State is in litigation or other dispute at the time of assignment; (ii) any foreign national, any bank or financial institution organized and chartered under the laws of any foreign country, (iii) any third party or affiliate thereof subject to the provisions of any laws relating to

terrorism or money laundering, including the USA Patriot Act, the Office of Foreign Assets Control or Executive Order No. 132224; (iv) any third party that is named as a “specially designated national” or “blocked person” pursuant to the Office of Foreign Assets Control; or (v) any person suspended or barred under State Code § 11-35-4220.

“Procurement Code” means the South Carolina Consolidated Procurement Code, Title 11 of Chapter 35 of the State Code.

“Purchase Agreement” means a purchase contract or order with a Vendor for the purchase of Equipment, provided the contract was either (a) awarded by Master Lessee to serve as an open-ended public procurement, e.g., a government wide, a statewide term or a multi-agency contract, as certified by an officer of Master Lessee, or (b) approved in writing by the Chief Procurement Officer for use in connection with this Master Agreement.

“Rental Payment Date” means a date when a Rental Payment is due.

“Rental Payments” means the basic rental payments, payable by Lessee pursuant to the provisions of this Master Agreement, as calculated in accordance with **Exhibit B** and set forth in each Lease. Rental Payments shall be payable by Lessee to the Lessor in the amounts and at the times set forth in the Schedule of Payments. Rental Payments shall commence on the first day of the month following acceptance and will be due either annually in advance or monthly in arrears, as specified in the Lease.

“Request for Financing” means a request submitted by Lessee pursuant to and in the form attached hereto as **Exhibit H**; provided nothing in any Request for Financing may supplement, amend or otherwise alter the terms of this Master Agreement.

“Schedule of Payments” means the schedule of Rental Payments due under a Lease with respect to the Equipment in the form attached to a Lease Schedule.

“Schedule of Termination Values” means a schedule of Termination Values attached to a Lease.

“Software” means any computer program described in a Lease Schedule other than Lessee Software, whether in source code, object code, or in any other form, together with all of Lessee’s rights as licensee or otherwise under any agreements with the licensor thereof, and all associated media and supporting documentation.

“Solicitation” has the meaning set forth in the recitals to this Master Agreement.

“Spread” means the rate, expressed as percentage, proposed by Master Lessor respective to each of the six (6) term/payment schedule scenarios in the bid schedule attached to the response submitted by Master Lessor pursuant to the Request for Proposals which resulted in the Award of this Contract to Master Lessor, and subsequently transferred to Exhibit B of this Master Agreement.

“State” means the State of South Carolina.

“State Code” means the South Carolina Code of Laws, as amended.

“Substitute Equipment” is defined in Section 9.01(b).

“Taxes” is defined in Section 8.02.

“Term” means the term of this Master Agreement as provided Section 3.01.

“Termination Value” as to a Lease means an amount equal to (i) all Rental Payments and other amounts due and payable under such Lease as of the date of payment, plus (ii) the present value of all future Rental Payments under such Lease through the date of the expiration of the Lease Term, discounted to present value at the Interest Rate plus, (iii) a break cost of 1% of the sum of items (i) and (ii). If Termination Value is to be calculated with respect to less than all Equipment financed by a Lease, it shall be prorated according to original Equipment Cost.

“UCC” means the Uniform Commercial Code as adopted and amended from time-to-time in the State Code.

“Vendor” as to each item of Equipment means the supplier as defined in the UCC.

Section 1.02. General. Master Lessor agrees that Agencies may execute Lease Schedules only in accordance with and subject to the terms and conditions of this Master Agreement. Each Lease shall incorporate the terms and conditions of this Master Agreement and shall, together with this Master Agreement, constitute a separate and distinct Lease. Each Lessee shall only be obligated under Leases to which it is a party. No Leases may be cross-defaulted or cross-collateralized. Anything herein to the contrary notwithstanding, this Master Agreement may not be supplemented, amended or altered in any way without the express written consent of the Chief Procurement Officer, it being the intention of the parties that this Master Agreement shall be incorporated into each Lease without any alteration except as contemplated hereby (such as the description of Equipment, Lease Term and Rental Payments), but that, as between Master Lessor, on the one hand, and Master Lessee and each Lessee, on the other, terms of this Master Agreement placing obligations upon Master Lessor shall be binding whether or not Master Lessor is a party to any Lease. Master Lessee may take action to enforce the obligations of Master Lessor hereunder or under any Lease. Master Lessor and each other Lessor acknowledge and agree that no Agency or other person is authorized to execute a Lease as Lessee unless such Lease complies with the terms of this Master Agreement. Terms in a Lease that are inconsistent with this Master Agreement are superseded by this Master Agreement. For purposes of avoiding doubt as to the intent of the parties, each Lease is a lease intended to create a security interest. Each Lessee owns the Equipment financed by any Lease to which it is a party and grants to the Lessor under such Lease a first priority security interest in such Equipment.

Section 1.03. Agencies. Only an entity meeting the definition of Agency as such term is defined herein may be a Lessee hereunder. Each party executing a Lease as Lessee shall certify to Master Lessor that it is an Agency at or before closing and, if requested, shall so certify and provide evidence supporting such certification to the Lessor under any Lease to which such Agency is a party.

Section 1.04. Lease Terms and Pricing. Master Lessor shall be responsible for ensuring that the calculation of all Rental Payments, and all Lease Terms, Interest Rates, and other information inserted in each Lease Schedule conform to **Exhibit B**, which sets forth the formula for calculating Rental Payments under each Lease.

Section 1.05. Master Lessor's Obligations as Master Lessor

(a) *Duties; Non-delegable.* Master Lessor, as originator and leasing manager for itself and all other Lessors from time to time, shall perform all duties and responsibilities assigned to Master Lessor either by this Master Agreement, including without limitation those identified therein and on **Exhibit D**, or by the express terms of the Lease, collectively referred to herein as "Master Lessor Obligations." Notwithstanding any assignment, transfer or delegation permitted by this Master Agreement, Master Lessor may not assign, transfer or delegate any Master Lessor Obligations and will at all times be and remain Master Lessor hereunder and with respect to each Lease entered pursuant to this Master Agreement. In addition to, and not in limitation of such duties and responsibilities, Master Lessor shall comply with all duties and responsibilities specified herein, including the following: (i) Master Lessor shall provide each Lessee with a complete and signed Master Lessor Report in the form of **Exhibit E** to this Master Agreement at the time Lessee is provided a Lease for execution, consistent with Section 1.08(b); (ii) Master Lessor, on the 15th day of each month (or the next business day), shall provide Master Lessee a Master Lessor Spreadsheet in the form described on Exhibit E; (iii) Master Lessor shall retain all its records related to this Master Agreement and every Lease entered into hereunder for a period of three years following expiration or termination of all Leases executed hereunder, including without limitation, records involved in Equipment acquisition, Lease origination, payment, warranty enforcement, claims or disputes, assignment, and any aspect of contract administration; (iv) Master Lessor shall allow and cooperate in up to two (2) audits in each calendar year of all the above-referenced records by Master Lessee or its designee; and (v) Master Lessor shall forward immediately to the Lessor who is a party to any Lease any notice or other communication received by Master Lessor from the Lessee and, if such communication is not in writing, shall inform Lessee that it will only be binding on the Lessor if delivered in writing. Master Lessor Obligations may not be amended, waived, released or reduced without the express consent of Master Lessee.

(b) *Equal Opportunity.* Master Lessor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.

(c) *Open Trade.* During the term of this Master Agreement, including any renewals, Master Lessor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

(d) *Iran Divestment.*

(i) If, at any time during the Term of the Master Agreement, Master Lessor is added to the Iran Divestment Act List, Master Lessor must notify Master

Lessee immediately. The Iran Divestment Act List is a list published by the South Carolina State Fiscal Accountability Authority pursuant to Section 11-57-310 of the State Code that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm>(.) Section 11-57-310 requires the government to provide a person ninety days written notice before being included on the list.

- (ii) Consistent with Section 11-57-330(B) of the State Code, and subject to Section 1.05(a), Master Lessor shall not contract with any person to perform any of Master Lessor's obligations hereunder, if, at the time Master Lessor enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List.
- (iii) Master Lessor acknowledges that, unless excused by Section 11-57-320, if the Master Lessor is on the then-current Iran Divestment Act List as of the date of any contract renewal, the renewal will be void ab initio.

(e) *Publicity.* Master Lessor shall not publish any comments or quotes by any employees of Master Lessee or any Lessee, or include the State or any Agency thereof in either news releases or a published list of customers, without the prior written approval of the Master Lessee and the applicable Agency named therein.

Section 1.06. Master Lessor Event of Default & Remedies

(a) If Master Lessor shall breach any of its duties hereunder in any material respect and shall fail to remedy such breach within 10 days after written notice from the Lessee or Master Lessee, or if any representation or warranty of Master Lessor made herein shall be false when made in any material respect, then the Lessee or Master Lessee may exercise one or more of the following remedies directly against Master Lessor, including, without limitation (i) any remedy available at law or in equity, including remedies available under the UCC; (ii) a right of set off directly against Master Lessor (as a liability personal to Master Lessor, not to affect the rights of any other Lessor) as to any Lease which Master Lessor has not assigned to another Lessor as permitted hereunder;, and (iii) Master Lessee may, by written notice to Master Lessor, revoke Master Lessor's right to enter into any Lease with any Lessee as of a date specified by Master Lessee; provided that such revocation shall not affect any Lease entered into prior to such specified date.

(b) In addition to Section 1.06(a), if (i) Master Lessor shall commence a case or proceeding under the federal bankruptcy laws or a petition seeking reorganization, arrangement, composition, readjustment, liquidation, moratorium or similar relief under any existing or future bankruptcy, insolvency or other similar laws, or (ii) a case or proceeding shall be filed against Master Lessor under the federal bankruptcy laws or any existing or future bankruptcy, insolvency or other similar laws and such case or proceeding is not dismissed within 90 days, then Master Lessee may terminate this Master Agreement and Master Lessor shall not enter into Leases with any Lessee after such termination.

Section 1.07. Master Lessor Damages for Improper Leases. If Master Lessor originates a Lease that includes terms inconsistent with the terms required by this Master Agreement, then, in addition to any other right or remedy available to Master Lessee or the Lessee, Master Lessee may recover from Master Lessor an amount equal to any payments made by the Lessee that would not have been paid or due had the Lease conformed to the Master Agreement.

Section 1.08. Implementation of Leases/ Request for Financing.

(a) An Agency desiring to lease equipment under a Lease shall, not less than forty five (45) calendar days prior to the expected delivery date of the Equipment, deliver or cause to be delivered to Master Lessor a fully executed Request for Financing, which shall, unless otherwise waived by Master Lessor, be accompanied by: (i) the budget for the current or most recent Fiscal Year of the Lessee (if not previously submitted); (ii) the applicable Purchase Agreement, quote or equivalent setting forth a description of the Equipment, including the cost and Vendor of such Equipment; (iii) the desired Lease Term (either 36, 48, or 60 months) and frequency of Rental Payments (either annually in advance or monthly in arrears); provided, however, that any Request for Financing for a Lease having a Lease Term of 36 months shall be null, void, and of no effect, and Master Lessor shall not enter in such Lease, unless such Request for Financing is accompanied by Master Lessee's written consent; (iv) all required Master Lessee written approvals and consent; (v) evidence of the written approval of such Request for Financing by the Lessee and any other government authority as may be required by applicable law; (vi) Form of Request For Financing (Exhibit H); (vii) completed Lease Financing Application for the State of South Carolina ITMO (Exhibit N); and (viii) such other material information as Master Lessor may reasonably request. Master Lessor acknowledges and agrees that Master Lessee and the Agencies are the only entities authorized to submit a Request for Financing. Master Lessor shall not rely upon any representation by any other person or entity other than Lessee or Master Lessee whatsoever for such purposes.

(b) Master Lessor agrees to respond to any Request for Financing as soon as practicable, but in any event within fourteen (14) days after the later of receipt of the Request for Financing or receipt of the Master Lessee's required approval of such Request for Financing. If Master Lessor, in its sole discretion, accepts the Request for Financing, the Master Lessor shall prepare or cause to be prepared for signature by such Lessee a Lease together with all such related documents, including without limitation an Acceptance Certificate, a Schedule of Payments, and a Schedule of Termination Values consistent with such Request for Financing. Master Lessor shall not provide a Lessee with a Lease for execution unless Master Lessor has complied with Section 1.05(a)(i).

(c) If Master Lessor, in its sole discretion, declines to accept a Request for Financing submitted by a Lessee, Master Lessor shall notify the Lessee and Master Lessee in writing of the reasons for its decisions. The acceptance of a Request for Financing by Master Lessor shall be conclusive evidence that the delivery requirements contained in Section 1.08 (a) above have been fully satisfied or waived.

(d) Master Lessor shall obtain Master Lessee's written consent before accepting any Request for Financing for Equipment that, together with all related Equipment to be leased to the same Lessee, has a total cost in excess of \$500,000. Leases shall not be artificially divided to

avoid the foregoing approval threshold. Unless Master Lessee's written consent shall be provided within 5 business days, such consent shall be deemed denied.

Section 1.09. Delivery of Equipment. After delivery and inspection of the Equipment, if Lessee shall determine that the Equipment is acceptable, Lessee shall execute and return the Acceptance Certificate to the Lessor, confirming that the Lessee has accepted the Equipment for lease and the Lease Term shall commence. On or within seven business days (a day on which banks in the State are required to be open) after its receipt of an original, properly executed Acceptance Certificate, and subject to Section 1.10, Lessor shall pay or cause to be paid the Equipment Cost directly to the applicable Vendor or other party to whom payment is due as noted on a proper and valid invoice from Vendor. Anything herein to the contrary notwithstanding, no Lessor shall invoice a Lessee for any Rent Payment, and no Rent Payment shall be due, owing or payable with respect to any period prior to the later of (a) the payment in full of the Equipment Cost, whether to the Vendor or a third party providing transportation, installation or other goods or services or (b) the delivery of the Master Lessor Report, together with proof of payment of the Equipment Cost with respect to the applicable Lease, in accordance with this Master Agreement. Upon request, Master Lessor shall certify to Master Lessee that the Equipment Cost of any designated item of Equipment has been paid in full.

Section 1.10. Conditions Precedent to Leases. The obligation of Lessor to finance each item of Equipment is subject to satisfaction of the following conditions precedent. If any of such conditions are not met with respect to any item of Equipment, Lessor may release any security interest it may have in the Equipment and assign to the Lessee all of Lessor's right, title and interest in and to the Equipment and Lessor shall have no further obligation with respect thereto. Payment by a Lessor of the Equipment cost, or any portion thereof, shall constitute conclusive evidence, as between Lessor, Master Lessor, Master Lessee and Lessee only, that all conditions required by Section 1.10 have been satisfied.

(a) The Lessee shall have executed and delivered to Lessor the Lease and attachments thereto, including the Acceptance Certificate; provided, that if the Acceptance Certificate has not been executed and delivered within thirty (30) calendar days after delivery of the Equipment, the Lessee shall be deemed to have rejected the Equipment and Lessor shall have no further obligations with respect to such Equipment;

(b) there shall exist no Event of Default nor any event which, with notice or lapse of time or both, would become an Event of Default;

(c) no material adverse change in the Agency's financial condition shall have occurred since the date hereof; and

(d) the Lessee shall deliver to Lessor, at Lessee's sole expense, the following documents:

(i) evidence that Lessee is authorized to enter into and perform its obligations under each Lease;

(ii) an incumbency certificate and form of signature of officers of the Lessee as to the identity of individuals authorized to execute and deliver each Lease and any other

agreement or document required thereunder, including specimen signatures of such persons in the form attached hereto as **Exhibit J**;

(iii) an opinion of counsel of Lessee substantially in the form of Exhibit M, for Leases in which the Equipment Cost exceeds \$250,000 and upon request for Leases in which the Equipment Cost is below \$250,000.

(iv) evidence acceptable to the Lessor that Lessee has complied with Section 8.03;

(v) a certification and any other reasonably requested evidence that Lessee meets the definition of an Agency hereunder;

(vi) a No-Litigation Certificate in the form attached hereto as **Exhibit I**;

(vii) any assignments of Software licenses or any other documents specified in this Master Agreement including those required by Section 6.02; and,

(viii) if Lessee prepares and maintains financial reporting information separate from the State, such financial statements and information as Lessor may reasonably request in writing, unless excluded from public disclosure by the State Code.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.01. Master Lessee Representations, Covenants and Warranties. Master Lessee represents, covenants and warrants to each Lessor as follows:

(a) Master Lessee is authorized under the Constitution and laws of the State to enter into this Master Agreement and the transactions contemplated hereby and to perform all of its obligations hereunder; provided that nothing in this sentence shall constitute or imply a representation as to the authority of any Lessee other than Master Lessee.

(b) The execution and delivery of this Master Agreement by or on behalf of Master Lessee has been duly authorized by all necessary action of the governing body or authorized officials of Master Lessee, and Master Lessee has obtained such other approvals and consents as are necessary to consummate Master Agreement. Master Lessee further represents, covenants, and warrants that all requirements have been met and procedures have been followed to ensure the enforceability of this Master Agreement.

Section 2.02. Master Lessor and Lessor Representations.

(a) Master Lessor reaffirms the representations made and obligations undertaken pursuant to the following provisions of the Solicitation, which are incorporated herein by

reference and apply within the context of the Solicitation, all of which are attached for convenience as **Exhibit K**:

- (i) Certificate Of Independent Price Determination (May 2008),
- (ii) Certification Regarding Debarment And Other Responsibility Matters (Jan 2004),
- (iii) Disclosure Of Conflicts Of Interest Or Unfair Competitive Advantage (Feb 2015),
- (iv) Drug Free Work Place Certification (Jan 2004),
- (v) Ethics Certificate (May 2008),
- (vi) Iran Divestment Act - Certification (Jan 2015),
- (vii) Open Trade Representation (Jun 2015),
- (viii) Prohibited Communications And Donations (Feb 2015).

(b) By accepting assignment of a Lease, each Lessor represents and warrants that it is a Permitted Assignee.

ARTICLE III

TERM

Section 3.01 Term of Master Agreement. This Master Agreement shall be effective as of the date of execution hereof and shall remain in effect for three (3) years from the date thereof. Any Termination of this Master Agreement shall not affect any Lease executed prior to such termination. At the end of such three-year period, and at the end of each renewal term, this Master Agreement shall automatically renew for a period of one year, unless Master Lessor receives notice that the Master Lessee elects not to renew the Master Agreement at least forty-five (45) days prior to the date of renewal. Notwithstanding the foregoing, (a) this Master Agreement expires no later than seven (7) years after the date thereof; and (b) if Master Lessor declines to accept Requests for Financing from five or more Governmental Bodies, or from fifteen or more Agencies that are not Governmental Bodies, then Master Lessee may terminate this Master Agreement upon not less than thirty (30) days written notice. Requests for Financing declared null, void and of no effect under the proviso to Section 1.08(a)(iii) shall not count toward the number of such declined Requests for Financing. Consistent with other terms of this Agreement, Master Lessor acknowledges that many of its obligations hereunder continue until or after all Leases executed hereunder have expired or terminated.

Section 3.01. Termination of Lease Term. The Lease Term for each item of Equipment will commence as provided in Section 1.09 and terminate upon the earliest to occur of any of the following events:

- (a) the termination of the applicable Lease pursuant to Section 5.05;
- (b) Lessee's exercise of the Early Termination Option as to such Equipment;
- (c) An Event of Default by Lessee and Lessor's subsequent election to terminate or cancel the Lease; or
- (d) the expiration of the Lease Term, either 36, 48, or 60 months as specified in the Lease Schedule.

Section 3.03 Early Termination Option. Unless an Event of Default under the Lease has occurred and is continuing, Lessee may, with not less than sixty (60) but no more than one hundred eighty (180) days prior notice to Master Lessor and no earlier than fifteen (15) months into the lease unless preauthorized in writing by Master Lessee per occurrence, exercise the Early Termination Option on a Rental Payment Date specified in such notice. Lessee that is a Government Body may only exercise the Early Termination Option with the consent of Master Lessee, which consent shall be provided in writing to Lessee and Master Lessor. Upon receipt of such notice from Lessee, and if required Master Lessee consent, Master Lessor will provide within ten (10) working days confirmation of the Termination Value and certification that it conforms to the terms of the Agreement. On the date specified in Lessee's notice of its desire to exercise the Early Termination Option, Lessee shall pay to Lessor the Termination Value corresponding to the Rental Payment Date on which the Lease Term is to end. Upon payment of the Termination Value, together with any and all other sums due hereunder with respect to the Equipment to be released from Lessor's security interest (the "Released Equipment"), Lessor shall release its security interest in and any other claim against the Released Equipment and transfer to Lessee all of Lessor's right, title and interest in and to the Released Equipment free of any lien or claim arising by, through or under Lessor. After exercise of the Early Termination Option, (i) if any Equipment remains under the Lease, Rental Payments and Termination Values shall be prorated by Equipment Cost, or (ii) if no Equipment remains under the Lease, the Lease shall be terminated and the parties shall have no further liability thereunder.

ARTICLE IV

QUIET ENJOYMENT OF EQUIPMENT

Section 4.01. Quiet Enjoyment. As to each Lease to which it is a party, the Lessor covenants and warrants that the Lessee shall have the quiet use and possession of the Equipment, without suit, trouble or hindrance from the Lessor or persons claiming by, through or under the Lessor, unless an Event of Default under such Lease has occurred and is continuing.

ARTICLE V

RENTAL PAYMENTS

Section 5.01. Rental Payments Not to Constitute a Full Faith and Credit Obligation of Lessee, the State or any Agency Thereof. Notwithstanding anything herein to the contrary, Master Lessor, Master Lessee, and each Lessor and Lessee understand and intend that the obligation of each Lessee to pay Rental Payments under each Lease constitutes a current expense of the Lessee and is not, and shall not be construed to be, a debt in contravention of or subject to any constitutional or statutory debt limitations of the State or Lessee nor a pledge of the full faith and credit or the tax revenues, funds or monies of Lessee, the State or any subdivision thereof. Master Lessor and each Lessor acknowledge and agree that Rental Payments are payable solely from funds appropriated for such purpose and from other amounts appropriated for more general purposes not inconsistent with the payment of the other obligations of the Lessee.

Section 5.02. Payment of Rental Payments. Lessee shall pay Rental Payments exclusively from legally available funds in lawful money of the United States of America to Lessor at the address set forth in the applicable Lease in the amounts and on the dates set forth in the Lease and the Schedule of Payments. All Rental Payments periods will begin on the first day of the month of the Lease Terms. All monthly Rental Payments will be due in arrears and on the last day of the month of each Rental Payment period. All annual Rental Payments will be due in advance on the first day of the month of the Lease Term.

Section 5.03. Rental Payments to be Unconditional.

(a) Except as expressly provided herein, including (1) as to all Lessors, as provided in Section 5.05, and (2) as to Master Lessor only, as provided in Sections 5.05 and 1.06:

(i) the obligation of each Lessee to pay the Rental Payments under each Lease to which it is a party and to perform and observe the other covenants and agreements contained therein shall be absolute and unconditional,

(ii) Lessee shall not be entitled to any abatement or reduction of rent or any setoff against Rental Payments, whether arising by reason of any past, present or future claim of any nature by Lessee against Master Lessor or any Lessor except, in the case of Master Lessor only, under a Lease to which such Lessee and Master Lessor are parties as expressly provided herein; and

(iii) no Lease shall terminate, nor shall the obligations of Lessor or Lessee be otherwise affected, by (A) any defect in, damage to, loss of possession or use or destruction of the Equipment, however caused, (B) the attachment of any lien, encumbrance, security interest or other right or claim of any third party to the Equipment, (C) any prohibition or restriction of or interference with Lessee's use of any Equipment by any person or entity, (D) the insolvency of or the commencement by Lessee of any bankruptcy, reorganization or similar proceeding, or (E) any other cause, whether similar or dissimilar to the foregoing except, with respect to Master Lessor only, as expressly provided herein.

(b) IT IS THE INTENTION OF THE PARTIES THAT ALL RENT AND OTHER AMOUNTS PAYABLE BY LESSEE UNDER THE LEASE SHALL BE PAYABLE IN ALL EVENTS IN THE MANNER AND AT THE TIMES HEREIN PROVIDED UNLESS LESSEE'S OBLIGATIONS IN RESPECT THEREOF HAVE BEEN TERMINATED AS

EXPRESSLY PROVIDED HEREIN. Notwithstanding the foregoing, Master Lessor shall be fully liable and responsible to Master Lessee and each Lessee, and any payment to Master Lessor for a Lease in which Master Lessor is Lessor shall be subject to setoff, counterclaim and all other defenses, for Master Lessor's breach of the terms of such Lease or failure to fulfill the Master Lessor Obligations if Master Lessor has not assigned its right to payment under such Lease to another Lessor as permitted hereunder.

Section 5.04. Continuation of Lease Term by Lessee. Each Lease shall constitute confirmation by the Lessee of its intention to continue to lease the Equipment beyond the Beginning Fiscal Year. Notwithstanding the foregoing, Master Lessor, each Lessor, Master Lessee and each Lessee agree that Section 5.05 of this Master Agreement shall supersede any contrary implication in any Lease, in any agreement or statement by Master Lessee or any Lessee, and any contrary provision of law, including without limitation, the Uniform Commercial Code as adopted in the State.

Section 5.05. Non-appropriation. This Section 5.05 applies notwithstanding anything to the contrary in the Master Lease and any Lease thereunder. All payment and performance obligations of a Lessee during Fiscal Years after the Beginning Fiscal Year are subject to the availability and appropriation of sufficient funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the applicable Lease shall be terminated. In addition to the foregoing, Lessor and Lessee agree that nothing contained in this Master Agreement or any Lease is intended to create, or does create, indebtedness of Lessee or the State or any Agency thereof, including, without limitation, within the meaning of any State constitutional or statutory debt limitation or restriction.

Lessee agrees to give Lessor written notice of such termination not more than 30 days after final determination of an event of non-appropriation. The failure of Lessee to so notify Lessor shall not affect the legal rights and remedies of the parties hereto or the validity of the non-appropriation.

If a Lease is terminated pursuant to this Section 5.05, Lessee agrees that the Equipment shall be returned to Lessor pursuant to Section 7.02(b) together with a Bill of Sale in the form of **Exhibit L within 10 business days**. If any Lease is so terminated, no right of action or damages shall accrue to the Lessor or its assignee for the payment of Rental Payments, or the performance of any other obligations under this Master Agreement or any Lease thereunder. Lessee shall, however, remain obligated to pay all Rental Payments accrued through the end of the then-current Fiscal Year for which funds were appropriated. For avoidance of all doubt and, notwithstanding anything to the contrary contained in this Master Agreement, the termination of a Lease pursuant to this Section 5.05 shall not constitute an Event of Default by Lessee. The provisions of this Section shall remain in full force and effect whether or not Lessee is in Default.

ARTICLE VI

TITLE TO EQUIPMENT; SOFTWARE MATTERS

Section 6.01. Title to the Equipment; Classification of Leases. During each Lease Term title to the Equipment (excluding software) shall vest and remain in the Lessee upon the receipt of a properly executed Acceptance Certificate and Master Lessor payment of Equipment cost to Vendor(s) and subject to the security interest in favor of the Master Lessor or Lessor as the case may be. It is intended that each Lease shall be a financing and not a lease for legal, tax and accounting purposes. EACH LESSOR MUST MAKE ITS OWN ANALYSIS AS TO THE LEGAL, TAX AND ACCOUNTING EFFECTS OF THE LEASE STRUCTURE.

Section 6.02. Software Matters.

(a) All Equipment shall include operating Software, unless operating software that is Lessee Software is provided by Lessee. Upon expiration or termination of any Lease and delivery of Equipment to Lessor for any reason, Lessor will permit Lessee to remove and retain or destroy all copies of any Lessee Software used on the Equipment and to erase all Lessee information on the Equipment.

(b) Unless otherwise waived by Lessor, Lessee and Lessor shall enter into one or more agreements with the Vendors of any Software providing for the collateral assignment to Lessor of Lessee's rights (as licensee or otherwise) in such software.

(c) Notwithstanding the foregoing, Lessor recognizes that certain data and information recorded, archived, stored, maintained, or catalogued in or by the Software will constitute critical State or Lessee information. Lessor agrees that it will interpose no objection to any request to export, copy, archive, print, or otherwise retain and preserve such data and information. Moreover, Lessor agrees that it will permit and maintain appropriate State or Lessee confidentiality of such data and information.

Section 6.03. Personal Property. The Equipment is, and shall at all times remain, personal property.

Section 6.04. Liens. Lessee shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, security interest, encumbrance or claim on or with respect to the Equipment or any interest therein (other than as may be retained or held by the licensor of any Software), unless such claim or lien is being contested in good faith by Lessee and by appropriate proceedings or actions.

ARTICLE VII

END OF TERM OPTIONS

Section 7.01. Master Lessor End of Term Obligation. Master Lessor shall provide an end-of-term notice to the Lessee under each Lease not less than one hundred and twenty (120) nor more than one hundred and eighty (180) days before the end of the Lease Term of such Lease. Such notice shall state that Lessee shall exercise one of the options available under Section 7.02 within sixty (60) days before the expiration of the Lease Term or be required to purchase the Equipment pursuant to Section 7.02 (a). Under no circumstances will any Lessor bill for or receive Rental Payments with respect to any period after expiration of the Lease Term,

provided that nothing in this sentence shall limit any Lessor's right to pursue remedies for an Event of Default.

Section 7.02. Lessee End of Term Options. At the end of the Lease Term under a Lease, if all Rental Payments have been paid and any Event of Default, if any, has been cured, the Lessee may, at its option, exercise one of the options provided in this Section 7.02 upon not less than 60 days' notice. If Lessee fails to give notice of its election or either such option to Master Lessors earlier than sixty (60) days before the end of the Lease Term, then the purchase specified in Section 7.02(a) shall be the option elected by Lessee.

(a) Purchase; Release of Lessor's Security Interest. If no Event of Default has occurred and is then continuing under the Lease, Lessee may purchase any or all Equipment leased under such Lease, or any lesser portion thereof, for the nominal amount of one dollar (\$1.00). Upon such payment, Lessor shall release its security interest in, and all other claims against the Equipment and transfer to Lessee all of Lessor's right and interest in and to the Equipment, free of any lien or claim arising by, through or under Lessor. Lessor hereby agrees to waive the receipt of such \$1.00 payment unless Lessor separately invoices Lessee for such payment.

(b) Return. Lessee may return the Equipment to the Lessor in good condition, less ordinary wear and tear, and otherwise in accordance with this Master Agreement on the following terms and conditions:

(i) Lessee shall de-install the Equipment if de-installation is necessary by causing such Equipment to not be physically attached or connected to any other item of real or personal property, unless such attachment has become part of the Equipment as specified by the terms of the Lease, provided that Lessee shall not be required to remove or transport any item of Equipment from its current location.

(ii) Lessee shall remove and return the Equipment or provide Master Lessor or its designee with access to the Equipment for removal and return thereof within 10 business days, with all removal and return expenses, including, without limitation, costs of removal, shipment and insurance at the sole cost and expense of Lessee.

(iii) Lessee shall remove all non-public data and information from any Equipment returned to Lessor and Lessee shall transfer to Lessor all of Lessee's right, title and interest in and to the Equipment by providing Lessor with a Bill of Sale in the Form of **Exhibit L**.

ARTICLE VIII

MAINTENANCE; TAXES; INSURANCE; MODIFICATIONS; LOCATION; RECORDS

Section 8.01. Maintenance of Equipment. Lessee will maintain the Equipment in good operating order, and will protect the Equipment from deterioration other than normal wear and tear. If necessary to provide for maintenance in accordance with this Section, Lessee will maintain in force a standard maintenance contract with the manufacturer of the Equipment or another party capable of providing such maintenance.

Section 8.02. Taxes and Other Governmental Charges. It is the intention of the parties that each Lease is a financing in which title to all Equipment is owned by Lessee for all legal purposes including income and property tax purposes. For such reason, the parties assume and intend that the Equipment is not subject to state or local property taxes or similar taxes. If, however, it is determined that the Equipment is subject to taxes, use charges, personal property taxes, levies, duties, charges or withholdings ("Taxes"), such Taxes shall be payable by the Lessor without reimbursement by the Lessee.

Section 8.03. Insurance. (a) *General Casualty.* Lessee shall provide insurance coverage in at least the amount of the Termination Value for the Equipment against loss, theft, damage or destruction. Such insurance may be provided by means of an adequate insurance fund set aside and maintained for that purpose or by an insurance facility operated by the State. Lessee shall, at Lessor's request, furnish to Lessor certificates or other evidence of such coverage throughout the Lease Term, showing Master Lessor and its assigns as loss payee. If insurance is provided by self-insurance or insurance facility operated by the State, the policies shall not be required to name Master Lessor, Lessor or assignees as additional insureds.

(b) *Liability.* Lessee shall carry liability insurance coverage, in such amounts and with such carriers as are reasonable and customary with respect to equipment similar to the Equipment. Lessee shall, at Lessor's request, furnish to Lessor certificates or other evidence of such coverage throughout the Lease Term, showing Master Lessor and its assigns as loss payee. Lessee may self-insure for liability coverage by means of an insurance fund or facility as described in Section 8.03(a). On request, Lessee shall provide evidence of such coverage.

Section 8.04. Location of Equipment. Lessee shall notify Lessor of the location at or within which the Equipment is being or is to be regularly located or stored in the Acceptance Certificate applicable thereto, and shall thereafter inform Lessor of any change in that location. Lessor shall have the right, upon reasonable prior notice to Lessee, to enter the premises where the Equipment or any part thereof is located to inspect the Equipment or any part thereof, and observe its use and operation.

Section 8.05. Modifications. Without the prior written consent of Lessor, which consent shall not be unreasonably withheld, Lessee shall not make any alterations, modifications or attachments to the Equipment (other than the Software) which (a) will substantially impair the value of the Equipment, and (b) cannot be removed without materially damaging the functional capabilities or economic value of the Equipment. Notwithstanding the foregoing, Lessee may at any time install or remove any Lessee Software.

Section 8.06. Records Retention. Master Lessor and every Lessor shall retain all its records related to a Lease for a period of three years following expiration or termination of the Lease, including without limitation, all records involved in Equipment acquisition, Lease

origination, invoicing and payment, warranty enforcement, claims or disputes, and any aspect of contract administration. Lessor shall allow and cooperate in an audit of all the above-referenced records by Master Lessee or its designee.

ARTICLE IX

DAMAGE, DESTRUCTION AND CONDEMNATION: USE OF NET PROCEEDS

Section 9.01. Damage, Destruction, and Condemnation.

(a) If during the Lease Term, (1) the Equipment or any portion thereof is damaged by fire or other casualty or (2) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority (any of the foregoing, or any total loss of any of the Equipment deemed a "Casualty Occurrence"), then, provided the Equipment is not deemed by Lessee a total loss, Lessee shall provide Lessor prompt written notice of such Casualty Occurrence and Lessee and the Lessor shall cause the proceeds of any insurance or other payments received from any source as compensation for such Casualty Occurrence, net of any documented out-of-pocket costs (the "Net Proceeds") to be applied to the prompt repair or restoration of the Equipment. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee. In the event of total destruction of or damage to all or any item of the Equipment, Lessee shall provide Lessor prompt written notice thereof, and Lessee shall pay to Lessor, by delivery of the Net Proceeds or otherwise, the lesser of the replacement cost of such item(s) or the pro-rata share of the Termination Value for such Equipment as of the date of payment calculated by comparing the initial Equipment Cost of such Equipment and the total Equipment Cost for all Equipment leased under such Lease. Payment by Lessee of the foregoing amounts shall be made as soon as practicable after the Casualty Occurrence, but in no event later than ninety (90) days thereafter.

(b) So long as no Event of Default exists, in the event of a Casualty Occurrence, Lessee shall have the right, at its option in lieu of making the payment required in paragraph (a) above, subject to the conditions below, to replace the damaged item of the Equipment with a similar item of Equipment having a value, utility, condition, and remaining economic useful life and at least equal to the item of Equipment so replaced, assuming such replaced Equipment had not suffered a Casualty Occurrence and was in the condition required to be maintained by the terms of this Master Agreement (the "Substitute Equipment").

(c) Lessee shall give written notice of any election to exercise the option described in Section 9.01(b), above within forty-five (45) days of the Casualty Occurrence and shall continue to make all Rental Payments. On or before the earlier of (i) the 60th day following the date of delivery of such notice and (ii) the last day of the Lease Term of the applicable Lease, Lessee shall effect the substitution of the Substitute Equipment pursuant to paragraph (b) above. If the substitution contemplated herewith does not occur within the time limit herein provided, Lessee shall comply with Sections 9.01(a) and 9.02.

(d) At the time of or before any substitution of any Equipment, Lessee, at its own expense, will (i) furnish Lessor with evidence of Lessee's acquisition of such substitute Equipment and Lessee's grant of a first priority security interest in such substitute Equipment to Lessor, (ii) cause an Acceptance Certificate subjecting such Substitute Equipment to the applicable Lease, and duly executed by Lessee, to be delivered to Lessor for execution, (iii) furnish Lessor with a certificate of an authorized representative of Lessee certifying that as of said date, and upon consummation of the replacement, no Event of Default exists, and the Substitute Equipment has a value, utility, condition, and remaining economic useful life at least equal to the unit replaced (assuming such unit had not suffered a Casualty Occurrence and was in the condition required to be maintained by the terms of the applicable Lease) and (iv) furnish such other documents and evidence as Lessor may reasonably request in order to establish the consummation of the transactions contemplated by this Section 9.01(d). For all purposes hereof, upon passage of title thereto to Lessee the Substitute Equipment shall be deemed part of the property financed hereunder and the Substitute Equipment shall be deemed "Equipment" as defined herein. Upon such passage of title, and upon payment in full of any payments due and payable as a result of such replacement as described in (c) above, Lessor will transfer to Lessee "as-is, where-is" all Lessor's right, title and interest in and to, and release its security interest in, the replaced Equipment, without recourse or warranty (except as to the absence of liens due to claims by, through or under Lessor). A Casualty Occurrence with respect to an item of Equipment replaced as provided in this Section 9.01(d) shall not result in any reduction of Rental Payments.

(e) As provided in Section 10.02(a), Lessee may declare any of the Equipment subject to a Casualty Occurrence in certain additional circumstances.

Section 9.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any Substitute Equipment, any repair of the damaged Equipment or the portion of the Termination Value required to be paid under Section 9.01(a) Lessee shall, as applicable, either (a) complete the replacement, repair or restoration and pay any cost in excess of the amount of Net Proceeds, provided that, if by reason of such insufficiency of the Net Proceeds, Lessee shall incur expenses, it shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article V; or (b) pay to Lessor the Net Proceeds plus the amount by which the sum of the Termination Value exceeds the Net Proceeds (which excess shall be retained by Lessor) and, upon such payment together with payment of all other amounts owed by Lessee, the Lease Term as to such Equipment shall terminate.

ARTICLE X

DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; USE OF THE EQUIPMENT

Section 10.01. Disclaimer of Warranties.

(a) MASTER LESSOR, AND EACH OTHER LESSOR BEING NEITHER A MANUFACTURER OR VENDOR OF THE EQUIPMENT NOR AN AGENT FOR A MANUFACTURER OR VENDOR OF THE EQUIPMENT, HEREBY EXPRESSLY DISCLAIMS AND MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PURPOSE OR USE OF THE EQUIPMENT, OR ANY OTHER WARRANTY WITH RESPECT THERETO AND, AS BETWEEN LESSEE AND MASTER LESSOR AND EACH OTHER LESSOR ONLY, LESSEE ACCEPTS LEASE OF THE EQUIPMENT AS IS UPON LESSEE'S EXECUTION OF AN ACCEPTANCE CERTIFICATE FOR SUCH EQUIPMENT. In no event shall Master Lessor or any other Lessor be liable for any loss or damage, including incidental, indirect, special or consequential damage, in connection with or arising out of the existence, furnishing, functioning or Lessee's use of the Equipment.

(b) Execution of an Acceptance Certificate shall constitute acknowledgment to Lessor by Lessee that: (i) the Equipment is of a size, design, capacity and manufacture selected by Lessee; (ii) Lessee is satisfied that the Equipment is suitable for its purpose; (iii) neither Master Lessor nor any other Lessor is a vendor or a manufacturer or dealer in property of such kind; and (iv) Master Lessor and each other Lessor has disclaimed any representation or warranty or covenant as set forth in subsection (a) above.

Section 10.02. Vendor's Warranties.

Master Lessor will ensure that all Purchase Agreements include Vendor Warranties customary for equipment similar to the Equipment purchased thereunder and will, if requested, assist Lessee or Master Lessee in enforcing all such warranties. Lessee's obligations under any Lease shall not be subject to setoff due to failure or non-performance or any condition of the Equipment. Lessor shall permit the Vendor's modification or replacement of any item of Equipment as a remedy in enforcing the Vendor's warranties or any other rights of Lessee. If the Purchase Agreement for the Equipment provides the Vendor with an option to make a cash settlement, the Lessor will permit the payoff of the applicable Lease and allow Lessee to declare a Casualty Occurrence in which a total loss has occurred. Master Lessor will assist Lessee in ensuring that any such payment by the Vendor will be in an amount sufficient to pay the Termination Value.

ARTICLE XI

ASSIGNMENT AND SUBLEASING;
MORTGAGING AND SELLING

Section 11.01. Assignment by Lessor.

(a) Master Lessor shall not assign this Master Lease or any interests hereunder, or delegate any of its performance obligations under this Master Lease except as permitted by this Section 11.01.

(b) Neither Master Lessor, or any Lessor shall assign any Lease, or any interests arising from any Lease, or delegate any of its performance obligations under any Lease, without

the express written consent of Lessee and the Chief Procurement Officer, except as permitted by this Section 11.01.

(c) (i) The restrictions of Sections 11.01(a) and (b) do not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations, mergers and consolidations, but not including partial asset sales).

(ii) Master Lessor or any Lessor may assign a Lease and/or monies receivable under a Lease to a Permitted Assignee, provided that Lessee shall have no obligation to make payment to an assignee until thirty (30) days after Master Lessor or the Lessor has provided Lessee with (A) proof of the assignment, (B) the identity (by contract number) of the specific Lease to which the assignment applies, and (C) the name of the assignee.

(iii) Master Lessor or any Lessor may assign its right to enter into a Lease Schedule to a Permitted Assignee prior to execution of such Lease Schedule, provided that Lessee shall have no obligation to make payment to an assignee until ten (10) days after Master Lessor or the Lessor has provided Lessee with (A) proof of assignment, (B) a description of the Equipment to be financed and estimated date of closing, and (C) the name and address of the assignee, not less than thirty (30) days before the first Rental Payment.

(d) The Chief Procurement Officer will, from time to time upon written request of Master Lessor or any Lessor, designate any proposed assignee as a Permitted Assignee. Such designation shall continue until (i) withdrawn by the Chief Procurement upon 90 days written notice to Master Lessor (who shall be responsible for forwarding such notice to any affected party), (ii) such assignee shall breach any term of condition of any Lease, or (iii) such assignee shall fail or cease to meet the definition of a Permitted Assignee hereunder.

(e) Notwithstanding any assignment permitted hereby, Master Lessor shall continue to perform all Master Lessor Obligations regardless of the rights of any other Lessor. Any other Lessor to whom a Lease is assigned shall have the rights, but none of the obligations of Master Lessor. Any such other Lessor shall take its rights as to an assigned Lease free and clear of any claim Lessee or Master Lessee may have against Master Lessor.

(f) If Master Lessor or any other Lessor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, such party shall provide Lessee, with a copy to Master Lessee, with prompt written notice of such change. Any name change, transfer, assignment, or novation is subject to the conditions and approval required by the S.C. Code of Regulations Section 19-445.2180, which does not restrict transfers by operation of law.

Section 11.02. Notice and Acknowledgement. If requested by the Lessor, Lessee will execute and deliver to the Lessor, for delivery to the Lessor's Permitted Assignee, a Notice and Acknowledgement in the form of **Exhibit F**, acknowledging assignment as permitted hereby. Without written amendment to the Master Agreement, (i) the form of Notice and Acknowledgement shall not be amended, modified or supplemented except for filling in the

indicated blanks and any altered or additional terms shall be null and void; and (ii) no Notice and Acknowledgement, consent to assignment, estoppel certificate or other written or oral agreement shall vary, modify or amend the terms of any Lease.

Section 11.03. Assignment and Subleasing by Lessee. Each Lease and the interest of Lessee in the Equipment may not be assigned, transferred, or subleased by Lessee without the prior written consent of the Lessor, which such consent shall not be unreasonably withheld; provided that a Lessee may assign, transfer or sublease to any other Agency, with prompt written notice to the Lessor.

ARTICLE XII

EVENTS OF DEFAULT AND REMEDIES

Section 12.01. Events of Default Defined. The following shall be “Events of Default” with respect to a Lease and the terms “Event of Default” shall mean, whenever used in this Agreement, any one or more of the following events, unless any such event occurs solely by reason of the termination pursuant to Section 5.05. A copy of any notice of or Event of Default or other notice provided in this Article XII must be delivered to Lessee and Master Lessee to be effective.

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid under a Lease at the time and manner specified in the Lease if such failure continues for ten (10) days after written notice from the Lessor;

(b) Failure by Lessee to observe and perform any other covenant, condition or agreement on its part to be observed or performed under a Lease for a period of thirty (30) days (or a longer cure period if Lessee shows that diligent procedures are being taken) after written notice by Lessor, specifying such failure and requesting that it be remedied;

(c) Any certificate, statement, representation, or warranty made by Master Lessee or Lessee in connection with this Agreement or any Lease proves to have been false in any material respect as of the time when made;

(d) Commencement by Lessee of a case or proceeding under the federal bankruptcy laws or filing by Lessee of any petition seeking reorganization, arrangement, composition, readjustment, liquidation, moratorium or similar relief under any existing or future bankruptcy, insolvency or other similar laws; or

Section 12.02. Remedies on Event of Default. Whenever any Event of Default shall have occurred and be continuing, the Lessor shall have the right, at its sole option, to take one or any combination of the following remedial steps:

(a) By written notice to Lessee received in such Fiscal Year, declare an amount equal to the Rental Payments currently due and becoming due during the current Fiscal Year in which the Event of Default occurred to be immediately due and payable;

(b) By written notice to Lessee received in each applicable subsequent Fiscal Years, declare an amount equal to the Rental Payments becoming due during that Fiscal Year in which the Event of Default is continuing to be immediately due and payable;

(c) With or without terminating the Lease, disable or retake possession of the Equipment and sell, lease or sublease all or any portion of the Equipment (a "Disposition"), holding Lessee liable for (i) all Rental Payments due up to the effective date of such Disposition, together with any other amounts due and unpaid under the Lease as of the date of calculation; and (ii) the difference between the Termination Value as of the date of such Disposition and the net proceeds of such Disposition; provided, however, that in no event shall Lessee be obligated under this Section 12.02(b) to pay more than an amount equal to the Rental Payments due and becoming due during the Fiscal Year in which the Event of Default occurred and any Rental Payments coming due in any subsequent fiscal year for which funds are appropriated in which the Default remains uncured;

(d) Require the Equipment to be delivered to Lessor pursuant to Section 7.02(b); or

(e) Take whatever other action at law or in equity as may appear necessary or desirable to collect the payments then due or to enforce its security interest in the Equipment, or to enforce performance and observance of any obligation, agreement or covenant of Lessee under the Lease.

Section 12.03. No Cross-Default or Cross-Collateralization. To avoid any doubt as to the intention of the parties, an Event of Default under a Lease by the Lessee shall constitute an Event of Default only under such Lease and not under any other Lease. No collateral for any Lease shall be deemed to secure any obligation of a Lessee who is not a party to such Lease. The collateral for any Lease shall be limited to the Equipment financed by that Lease.

Section 12.04. No Remedy Exclusive. Subject to Section 13.07, no remedy herein conferred upon or reserved to Master Lessor, Master Lessee, any Lessor or any Lessee is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Master Agreement or now or hereafter existing at law or in equity under the laws of the State.

ARTICLE XIII

MISCELLANEOUS

Section 13.01. Notices. All notices, certificates, consents, approvals, requests or other communications hereunder shall be in writing (whether or not so specified herein) sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid or by nationally-recognized courier (such as Federal Express), or sent by

facsimile transmission (with electronic confirmation) to the parties at the physical addresses, or fax numbers set forth on the signature page hereof or of the applicable Lease, or as specified by the receiving party with reasonable written notice. All notices to any Lessee shall not be sufficient or binding unless a copy is sent to Master Lessee.

Section 13.02. Binding Effect. This Master Agreement shall inure to the benefit of, and shall be binding upon, all parties and their respective successors and assigns.

Section 13.03. Severability. In the event any provision of this Master Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.04. Amendments, Changes and Modifications. This Master Agreement and any Lease hereunder may be amended only by written agreement of the applicable parties thereto. The terms of this Master Agreement may not be amended without the prior express written consent of Master Lessor in compliance with the Procurement Code.

Section 13.05. Execution in Counterparts. Each Lease, may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Only the counterpart marked "Lessor's Copy" of a Lease shall be deemed to evidence a monetary obligation of Lessee and such Lessor's Copy shall be the sole "record" constituting "chattel paper" with respect to each Lease under the UCC.

Section 13.06. Choice of Law. This Master Agreement is entered into pursuant to the Procurement Code. This Master Agreement and each Lease, any dispute, claim, or controversy relating to the Master Agreement, any Lease, or any document ancillary or related to either, as well as all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules.

Section 13.07. Dispute Resolution. Notwithstanding any other term or condition contained in this Master Agreement or any Lease, all disputes, claims, or controversies relating to the Master Agreement or any Lease shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the State Code, or in the absence of jurisdiction, only in the Court of Common Pleas for, or if the Court of Common Pleas lacks jurisdiction a federal court located in, Richland County, State of South Carolina. Master Lessor and each Lessor irrevocably submit to the exclusive jurisdiction of the foregoing forums. Master Lessor and any other Lessor agree that any act by Master Lessee or Lessee under or with respect to the Master Agreement or any Lease is not a waiver of either the Master Lessee's or any Lessee's sovereign immunity or immunity under the Eleventh Amendment of the United States' Constitution. For the avoidance of doubt, with regard to a Lease for which it is an assignee, a Lessor is the real party in interest for purposes of State Code Section 11-35-4230. The Chief Procurement Officer lacks authority to resolve disputes solely between a Lessor and a Lessee if the Lessee is not a Governmental Body, as defined by Section 11-35-310 of the State Code.

Section 13.08. Service of Process. Master Lessor and any other Lessor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Master Agreement or any Lease, for any court action in connection therewith, or for the entry of judgment on any award made, may be served on Master Lessor or Lessor, as applicable, by certified mail (return receipt requested) addressed to Master Lessor or Lessor, as applicable, by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

Section 13.09. Limitation on Indemnification & Attorney Fee's. Any term, condition, express or implied obligation shall be void to the extent it requires the Lessee, the State or any Agency thereof to indemnify, defend or pay attorney's fees to anyone for any reason whatsoever. Master Lessor and Lessor hereby waive any claims for indemnity, a defense, or any attorney's fees.

Section 13.10. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Master Agreement.

Section 13.11. Waiver.

(a) Neither Master Lessor, Master Lessee, Lessor, or Lessee waive any prior or subsequent breach of the terms of either the Master Agreement or any Lease by making or accepting payments on the applicable Lease, by failing to terminate the Master Agreement or applicable Lease for lack of performance, or by failing to strictly or promptly insist upon any term of the Master Agreement or applicable Lease. Only the Chief Procurement Officer has actual authority to waive any rights of the Master Lessee or any Lessee under this Master Agreement or any Lease and such waiver must be by a signed writing.

(b) No delay or omission of Master Lessor to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient

Section 13.12. Third Party Beneficiary. This Master Agreement and each Lease are made solely and specifically among and for the benefit of the parties hereto and thereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Master Agreement or any Lease as a third party beneficiary or otherwise, provided that the parties intend that the Master Lessee shall be a third party beneficiary of each and every Lease and shall be entitled to enforce all rights and remedies of all Leases regardless if Master Lessee is the named Lessee under such Lease.

Section 13.13. Entire Agreement. This Agreement, together with the Exhibits attached hereto and other agreements referred to herein, constitutes the entire agreement between the parties. Neither course of dealing nor course of performance shall apply to this Master Agreement or to the relationships or agreements contemplated by the Master Agreement.

Likewise, usage of trade shall not be used to interpret, supplement, or qualify any terms of the Master Agreement, any Lease, or any document related to either of them. Master Lessor and Lessor agree that neither Master Lessee nor any Lessee is a merchant.

Section 13.14. Termination and Suspension. Upon receipt of written notice from Master Lessee, and for any period specified by such notice that is not less than 60 days, nor more than 365 days after the date of receipt, Master Lessor shall not execute any new Lease. Upon written notice to Master Lessor, Master Lessee may terminate this Master Agreement for the convenience of the State. Consistent with Section 13.03, a termination pursuant to this section shall not operate to terminate any Lease executed prior to the effective date of termination or relieve Master Lessor of any obligations related to such Leases.

Section 13.15. Construction. References herein to Sections, subsections and clauses refer to this Agreement unless otherwise expressly stated. This Master Agreement supersedes any Request for Proposal, Term Sheet and any correspondence or other writing between the parties. This Master Agreement was drafted by counsel for Master Lessee as a convenience to the parties, has been fully negotiated and shall not be construed against either party by reason of draftsmanship. The term "including" and like terms shall not be construed as limiting, whether or not so stated.

Section 13.16. Non-Appropriations. This Section 13.16, which does not apply to the obligation to make Rental Payments (which is addressed Section 5.05), applies notwithstanding anything to the contrary in the Master Lease or any Lease hereunder. All payment and performance obligations of Master Lessee, if any, or a Lessee are subject to the availability and appropriation of sufficient funds therefor.

Section 13.17. Force Majeure. If by reason of force majeure Lessee is unable in whole or in part to perform its agreements under this Agreement, then Lessee shall not be in default during the continuance of such inability; provided that such inability must be cured by Lessee not more than 30 days after the date performance was due. In the event force majeure is invoked and not cured within 30 days, all monies owed will be subject to late fees and interest as permitted by South Carolina law. The term "force majeure" as used herein shall mean the following: acts of God; acts of public enemies; orders or restraints of, any civil or military authority; earthquakes, fires, storms, floods, or explosions.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Master Lessor has executed this Master Agreement in its corporate name, and Master Lessee has caused this Master Agreement to be executed in its official name by its duly authorized officers. All of the above occurred as of the date first above written.

(MASTER LESSOR)

Address _____

Fax _____

Attention: _____

By: _____

Name: _____

Title: _____

(MASTER LESSEE)

Address _____

Fax _____

Attention: _____

By: _____

Name: _____

Title: _____

EXHIBIT A TO MASTER EQUIPMENT LEASE AGREEMENT

Dated as of _____

Between Ontario Investments, Inc. and ITMO

Lease Schedule No. STN: _____

FORM OF LEASE SCHEDULE

LESSOR: [Lessor's Name]

LESSEE: [Lessee Name]

ADDRESS: [Lessee Address & Contact Info]

This Lease Schedule, together with the Master Agreement as so incorporated is a "Lease" as defined in the Master Agreement. Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Lessor, the Equipment upon the terms and conditions of this Lease. All capitalized terms not herein defined shall have the meaning set forth in said Master Agreement and all terms and conditions of the Master Agreement are incorporated herein and made a part hereof. Lessee and Lessor agree that this Lease Schedule and the Master Agreement as incorporated into this Lease Schedule constitute a Lease. To the extent of direct conflict between the terms of this Lease Schedule and the express terms of the Master Agreement, the Master Agreement shall prevail.

- I. **Payment Terms** All Rental Payments periods will begin on the first day of the month after the Lease Term commences (Date of Acceptance). All monthly Rental Payments will be due in arrears and on the last day of the month of each Rental payment period. Example: Acceptance date is 2/15/24; first monthly Rental Payment period begins 3/1/24 and the first monthly Rental Payment due date is 3/31/24. All annual Rental Payments will be due in advance on the first day of the month after the Lease Term commences (Date of Acceptance).

Rental Payment:	See Schedule of Payments
Lease Term:	
Interest Rate:	
End-of-Lease Purchase Option Price:	\$1.00

- II. Lessee Representations, Covenants and Warranties. Lessee represents, covenants and warrants to Master Lessor as follows:
 - (a) Lessee is an Agency.
 - (b) Lessee is authorized under the Constitution and laws of the State to enter into this Lease and the transactions contemplated hereby.

(c) The execution and delivery of this Lease by or on behalf of Lessee has been duly authorized by all necessary action of Lessee. Lessee further represents, covenants and warrants that all requirements have been met and procedures have been followed to ensure the enforceability of the Lease in accordance with its terms thereof.

(d) The Equipment is essential to and will be used only for the purpose of performing one or more governmental functions of Lessee consistent with the scope of Lessee's authority and will not be used in a private trade or business of any person or entity.

(e) During the term hereof, in the event that Lessee prepares and maintains financial reporting information separate from the State, upon written request from Master Lessor, and to the extent not excluded from public disclosure by the State Code, Lessee shall make available to Lessor: (i) within 210 days after each fiscal year end its annual, audited (if available), financial statements (including (1) a balance sheet, (2) a statement of revenues, expenses and changes in fund balances, (3) a statement of cash flows, operating fund budget analysis and appropriate notes and (4) all schedules and attachments to the financial statements, as soon as available, and (ii) such financial statements and information as Lessor may reasonably request.

III. Rental Payments

(a) Lessee shall pay or cause to be paid to Lessor the Rental Payments as set forth on the attached Schedule of Payments within thirty-five work days following receipt of proper invoices.

(b) Master Lessor waives imposition of an interest penalty or other late fee unless the invoice submitted specifies that the late penalty is applicable, provided, that any amounts due under such invoice are at all times subject to and shall be in accordance with rates of interest established by the South Carolina Comptroller General pursuant to State Code Section 11-35-45. Except as set forth in this paragraph, Lessee shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. Amounts, if any, due to Lessee shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to State Code Section 11-35-45, as amended. Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including State Code Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided in this Lease, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding

IV. Equipment

a. Equipment Description. See Equipment Addendum A attached hereto and made a part hereof.

Together with any and all additions, modifications, attachments, accessions, substitutions, replacements and parts thereof. Unless the context otherwise specifically requires, all references herein to "Equipment" shall mean and include Software.

- b. Vendor: [name and address of vendor]
 - c. Location of Equipment. The equipment location shall be: See Equipment Addendum A attached hereto and made a part hereof. The address of the Equipment Location is a bona fide address, located at the address above.
 - d. Lessee may exercise the Early Termination Option or an end of term option as more fully set forth under the Master Agreement.
- V. Miscellaneous. The terms and conditions of this Lease (including those of the Master Agreement) shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the State, Master Lessee or Lessee, (ii) any invoice or other document submitted by Lessor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect.


IN WITNESS WHEREOF, Lessor has executed this Lease in its corporate name and Lessee has caused this Lease to be executed in its official name by its duly authorized officers. All of the above occurred as of the date first above written.

(LESSOR)

ONTARIO INVESTMENTS, INC.

Attention: _____

Fax No.: 315-431-4675

By:  _____

Name: JAMES MARSALLO, JR.

Title: VICE PRESIDENT

(LESSEE)

Attention: _____

Fax No.: _____

By: _____

Name: _____

Title: _____

EXHIBIT B TO EQUIPMENT MASTER EQUIPMENT LEASE AGREEMENT

Dated as of _____

Between Ontario Investments, Inc. and ITMO

Lease Schedule No. STN: _____

MANDATORY LEASE TERMS

Rental Payments shall be calculated as follows:

- PMT = Rental Payment
- E = Equipment Cost
- i = Interest Rate
- N = number of payments
- A = number of advance payments

Formula for annual in advance rental payment:

$$PMT = \frac{E}{\frac{1 - \frac{1}{(1+i)^{N-A}}}{i} + A}$$

Formula for monthly in arrears rental payment:

$$PMT = \frac{E(\frac{i}{12})}{1 - 1/(1 + \frac{i}{12})^N}$$

Each Lease shall be consistent with the terms of, and incorporating without amendment, the Master Agreement.

The Interest Rate for each Lease shall be established on the 5th business day prior to the date of such Lease and shall equal (1) the stated yield for “Bank Prime Loan” as reported by the Federal Reserve on a weekly average basis for the week preceding the date the Interest Rate is established, and as published in the last publication of the Federal Reserve Statistical Release H.15 (<https://www.federalreserve.gov/releases/h15/update/>) under the heading “Bank Prime Loan” (the “Index Rate”, plus (2) the Spread set forth below).

Spread (%)			
Payment Schedule	Lease Term		
	3 years	4 years	5 years
Monthly in Arrears	3.10 %	5.10 %	6.10 %
Annual in Advance	3 %	5 %	6 %

EXHIBIT C TO MASTER EQUIPMENT LEASE AGREEMENT

LIST OF AGENCIES

This is the List of AGENCIES as set forth pursuant to the Master Equipment Lease Agreement. This List of Agencies may be amended, supplement or modified as more fully set forth in the Master Equipment Lease Agreement.

Agencies/Higher Ed	School Districts	Counties	Cities/Towns	Other
Adjutant General's Office	Abbeville County School District	Abbeville County	City of Abbeville	Beaufort-Jasper Higher Education Commission
Administrative Law Courts	Aiken County Public School District	Aiken County	City of Aiken	Beech Island Rural Community Water District
Aid to Subdivisions - State Treasurer	Allendale County Schools	Allendale County	City of Anderson	(The) Carolina Cup
Aiken Technical College	Anderson School District 4	Anderson County	City of Bamwell	Caromi Rural Volunteer Fire Department
Area Health Education Consortium (AHEC)	Anderson School District Five	Bamberg County	City of Beaufort	Catawba Regional Council of Governments
Arts Commission	Anderson School District One	Barnwell County	City of Belton	Central Midlands Regional Council of Governments
Attorney General's Office	Anderson School District Three	Beaufort County	City of Bennettsville	Clarendon County Disabilities & Special Needs Board
Board of Finance Institutions Consumer Finance Division	Anderson School District Two	Berkeley County	City of Bishopville	Croft Fire Department
Central Carolina Technical College	Bamberg School District 2	Calhoun County	City of Camden	East Simpsonville Fire Department
Clemson University	Bamberg School District One	Charleston County	City of Cayce	Harleyville Rural Fire Department
Coastal Carolina University	Barnwell School District 45	Cherokee County	City of Charleston	Isle of Palms Water and Sewer Commission
College of Charleston	Beaufort County School District	Chester County	City of Chesnee	James Island Charter High School
Commission for Minority Affairs	Berkeley County School District	Chesterfield County	City of Chester	(The) Kennedy Center, formerly Berkeley County Commission on Alcohol and Drug Abuse
Commission for the Blind	Blackville-Hilda Public Schools (Barnwell 19)	Clarendon County	City of Clemson	Keowee Fire Department
Commission on Higher Education	Calhoun County Public Schools	Colleton County	City of Clinton	Kershaw County & Lee County Regional Water Company, Inc. d/b/a Cassatt Water Company
Commission on Indigent Defense	Charleston County School District	Darlington County	City of Columbia	Marlboro Water Company
Comptroller General's Office	Cherokee County School District	Dillon County	City of Conway	Olde English District Commission
Conservation Bank	Chester County School District	Dorchester County	City of Darlington	Ridgeville Volunteer Fire Department
Denmark Technical College	Chesterfield County School District	Edgefield County	City of Denmark	Roebuck Fire District
Department of Administration	Clarendon School District 2	Fairfield County	City of Dillon	Saluda Nursing Center
Department of Agriculture	Clarendon School District One	Florence County	City of Easley	South Lynches Fire District
Department of Alcohol & Other Drug Abuse Services	Clarendon School District Three	Georgetown County	City of Florence	Spartanburg Housing Authority
Department of Archives and History	Clover School District (York 2)	Greenville County	City of Folly Beach	Taylors Fire and Sewer District
Department of Commerce	Colleton County School District	Greenwood County	City of Forest Acres	Waccamaw Regional Council of Government (formerly Waccamaw Regional Planning & Development Council)
Department of Consumer Affairs	Darlington County School District	Hampton County	City of Gaffney	Woodruff-Roebuck Water District
Department of Corrections	Dillon School District 4	Horry County	City of Georgetown	
Department of Disabilities and Special Needs	Dorchester School District Four	Jasper County	City of Goose Creek	
Department of Drug and Alcohol and Other Drug Abuse Services	Dorchester School District Two	Kershaw County	City of Greenville	
Department of Education	Edgefield County School District	Lancaster County	City of Greenwood	

Agencies/ Higher Ed	School Districts	Counties	Cities
Department of Employment and Workforce (DEW)	Fairfield County School District	Laurens County	City of Greer
Department of Health & Environmental Control	Felton Laboratory School	Lee County	City of Hanahan
Department of Health and Human Services	Florence County School District Four	Lexington County	City of Hardeeville
Department of Insurance	Florence County School District 2	Marion County	City of Hartsville
Department of Juvenile Justice	Florence County School District 3	Marlboro County	City of Inman
Department of Labor, Licensing and Regulation	Florence County School District Five	McCormick County	City of Isle of Palms
Department of Mental Health	Florence Public School District One	Newberry County	City of Johnsonville
Department of Motor Vehicles	Fort Mill School District (York 4)	Oconee County	City of Lake City
Department of Natural Resources	Georgetown County School District	Orangeburg County	City of Lancaster
Department of Parks, Recreation and Tourism	Governor's School for Arts and Humanities	Pickens County	City of Landrum
Department of Probation, Parole and Pardon Services	Governor's School for Science and Mathematics	Richland County	City of Laurens
Department of Public Safety	Greenville County Schools	Saluda County	City of Liberty
Department of Revenue	Greenwood County School District 52	Spartanburg County	City of Loris
Department of Revenue and Fiscal Affairs	Greenwood School District 50	Sumter County	City of Manning
Department of Social Services	Hampton County School District 2	Union County	City of Marion
Department of Transportation	Hampton School District One	Williamsburg County	City of Mauldin
Department of Agriculture Education Oversight Committee	Horry County Schools	York County	City of Mullins
Educational Television Commission	Jasper County School District		City of Myrtle Beach
Election Commission	John de la Howe School		City of Newberry
Employment Security Commission	Kershaw County School District		City of North Augusta
First Steps	Lancaster County School District		City of North Charleston
Florence Darlington Tech	Latta Schools (Dillon 3)		City of North Myrtle Beach
Forestry Commission	Laurens County School District 55		City of Orangeburg
Francis Marion University	Laurens County School District 56		City of Pickens
Governor's Office - ECOS	Lee County School District		City of Rock Hill
Governor's Office - Mansion & Grounds	Lexington County School District Three		City of Seneca
Governor's Office - OEPP	Lexington School District 4		City of Simpsonville
Governor's Office - SLED	Lexington School District One		City of Spartanburg
Governor's School for Arts & Humanities	Lexington School District Two		City of Sumter
Governor's School for Math and Science	Marion County School District (Marion 10)		City of Tega Cay
Greenville Technical College	Marlboro County School District		City of Travelers Rest
Higher Education Tuition Grants	McCormick County School District		City of Union
Horry-Georgetown Technical College	Orangeburg Consolidated School District Five		City of Walhalla
House of Representatives	Orangeburg Consolidated School District Four		City of Walterboro
Human Affairs Commission	Orangeburg County Consolidated School District Three		City of Wellford
Jobs - Economic Development Authority	Palmetto Unified School District		City of West Columbia
	Richland County School District One		City of Westminster

Agencies/ Higher Ed	School Districts
Judicial Department	Richland School District Two
Lander University	Rock Hill School District Three (York 3)
Law Enforcement Training Council	Saluda County Schools
Legislative Audit Council	SC Department of Juvenile Justice
Legislative Council	SC Public Charter School District
Legislative Dept. - The Senate	SC School of the Deaf and Blind
Legislative Dept. - House of Representatives	School District Five of Lexington and Richland Counties (Lexington 5)
Legislative Dept. - Leg. Printing & Inf. Tech. Systems	School District of Newberry County
Legislative Services Agency	School District of Oconee County
Lieutenant Governor's Office	School District of Pickens County
Medical University of South Carolina	Spartanburg County School District 6
Midlands Tech	Spartanburg County School District One
Museum Commission	Spartanburg County School District Three
Northeastern Technical College	Spartanburg School District 2
Office of Inspector General	Spartanburg School District 4
Office of Regulatory Staff	Spartanburg School District Five
Office of the Governor	Spartanburg School District Seven
Office of the Inspector General	Sumter School District
Office of the State Auditor	Union County Schools
Orangeburg Calhoun Tech	Ware Shoals School District 51 (Greenwood 51)
Patients Compensation Fund	Williamsburg County School District
Patients' Compensation Fund	Williston School District 29
Patriot's Point	York School District 1
Patriots Point Development Authority	
Piedmont Technical College	
Ports Authority	
Procurement Review Panel	
Prosecution Coordination Commission	
Prosecution Coordination, Commission on	
Public Employee Benefit Authority (PEBA)	
Public Service Authority	
Public Service Commission	
Retirement System Investment Commission	
Revenue and Fiscal Affairs Office	
Rural Infrastructure	
Rural Infrastructure Authority	
SC Criminal Justice Academy/Law Enforcement Training Council	

Cities
City of Woodruff
City of York
Town of Allendale
Town of Andrews
Town of Arcadia Lakes
Town of Atlantic Beach
Town of Awendaw
Town of Aynor
Town of Bamberg
Town of Batesburg-Leesville
Town of Bethune
Town of Blacksburg
Town of Blackville
Town of Blenheim
Town of Bluffton
Town of Blythewood
Town of Bonneau
Town of Bowman
Town of Branchville
Town of Briarcliffe Acres
Town of Brunson
Town of Burnetown
Town of Calhoun Falls
Town of Cameron
Town of Campobello
Town of Carlisle
Town of Central
Town of Central Pacolet
Town of Chapin
Town of Cheraw
Town of Chesterfield
Town of Clio
Town of Clover
Town of Cope
Town of Cordova
Town of Cottageville
Town of Coward

Agencies/ Higher Ed
SC Education Lottery Commission
SC Forestry Commission
SC John de la Howe School
SC Office of Regulatory Staff
SC Public Employee Benefit Authority (PEBA)
SC State Treasurer's Office
SC Technical College System (State Board of Technical & Comprehensive Education)
SC Workers' Compensation Commission
School for the Deaf and Blind (SCSDB)
School for the Deaf and the Blind
Sea Grant Consortium
Second Injury Fund
Secretary of State's Office
South Carolina Aeronautics Commission
South Carolina Conservation Bank
South Carolina Department of Transportation
South Carolina National Guard
South Carolina State University
South Carolina Transportation Infrastructure Bank
State Accident Fund
State Board of Financial Institutions
State Commission for Minority Affairs
State Department of Education
State Ethics Commission
State Fiscal Accountability Authority
State Housing Authority
State Housing Finance & Development Authority
State Library
State Museum Commission
State Treasurer's Office
Technical & Comp. Education Board
Technical College of the Lowcountry
The Citadel
Tri-County Technical College
Trident Technical College
University of South Carolina

Cities
Town of Cowpens
Town of Cross Hill
Town of Donalds
Town of Due West
Town of Duncan
Town of Eastover
Town of Edgefield
Town of Edisto Beach
Town of Ehrhardt
Town of Elgin
Town of Elko
Town of Elloree
Town of Estill
Town of Eutawville
Town of Fairfax
Town of Fort Lawn
Town of Fort Mill
Town of Fountain Inn
Town of Furman
Town of Gaston
Town of Gifford
Town of Gilbert
Town of Govan
Town of Gray Court
Town of Great Falls
Town of Greeleyville
Town of Hampton
Town of Harleyville
Town of Heath Springs
Town of Hemingway
Town of Hickory Grove
Town of Hilda
Town of Hilton Head Island
Town of Hodges
Town of Holly Hill
Town of Hollywood

Agencies/ Higher Ed
University of South Carolina - Aiken
University of South Carolina - Beaufort
University of South Carolina - Columbia
University of South Carolina - Lancaster
University of South Carolina - Salkehatchie
University of South Carolina - Sumter
University of South Carolina - Union
University of South Carolina - Upstate
Williamsburg Tech
Winthrop
Winthrop University
Workers' Compensation Commission
York Technical College

Cities
Town of Honea Path
Town of Irmo
Town of Iva
Town of Jackson
Town of James Island
Town of Jamestown
Town of Jefferson
Town of Jenkinsville
Town of Johnston
Town of Jonesville
Town of Kershaw
Town of Kiawah Island
Town of Kingstree
Town of Kline
Town of Lake View
Town of Lamar
Town of Lane
Town of Latta
Town of Lexington
Town of Lincolnville
Town of Little Mountain
Town of Livingston
Town of Lockhart
Town of Lodge
Town of Lowndesville
Town of Lowrys
Town of Luray
Town of Lyman
Town of Lynchburg
Town of Mayesville
Town of McBee
Town of McClellanville
Town of McColl
Town of McConnells
Town of McCormick
Town of Meggett
Town of Moncks Corner
Town of Monetta

Cities
Town of Mount Croghan
Town of Mount Pleasant
Town of Neeses
Town of New Ellenton
Town of Nichols
Town of Ninety Six
Town of Norris
Town of North
Town of Norway
Town of Olanta
Town of Olar
Town of Pacolet
Town of Pageland
Town of Pamplico
Town of Parksville
Town of Patrick
Town of Pawleys Island
Town of Paxville
Town of Peak
Town of Pelion
Town of Pelzer
Town of Pendleton
Town of Perry
Town of Pine Ridge
Town of Pinewood
Town of Plum Branch
Town of Pomaria
Town of Port Royal
Town of Prosperity
Town of Quinby
Town of Ravenel
Town of Reevesville
Town of Reidville
Town of Richburg
Town of Ridge Spring
Town of Ridgeland
Town of Ridgeville
Town of Ridgeway
Town of Rockville

Cities

Town of Rowesville
Town of Ruby
Town of Salem
Town of Salley
Town of Saluda
Town of Santee
Town of Scotia
Town of Scranton
Town of Seabrook Island
Town of Sellers
Town of Sharon
Town of Silverstreet
Town of Six Mile
Town of Smoaks
Town of Smyrna
Town of Snelling
Town of Society Hill
Town of South Congaree
Town of Springdale
Town of Springfield
Town of St. George
Town of St. Matthews
Town of St. Stephen
Town of Starr
Town of Stuckey
Town of Sullivan's Island
Town of Summerton
Town of Summerville
Town of Summit
Town of Surfside Beach
Town of Swansea
Town of Sycamore
Town of Tatum
Town of Timmonsville
Town of Trenton
Town of Troy
Town of Turbeville
Town of Ulmer
Town of Vance

Cities
Town of Varnville
Town of Wagener
Town of Ward
Town of Ware Shoals
Town of Waterloo
Town of West Pelzer
Town of West Union
Town of Whitmire
Town of Williams
Town of Williamston
Town of Williston
Town of Windsor
Town of Winnsboro
Town of Woodford
Town of Yemassee

EXHIBIT D TO MASTER EQUIPMENT LEASE AGREEMENT

MASTER LESSOR OBLIGATIONS LIST

Master Lessor Obligations shall include the following duties:

1. Establish and maintain a document flow and retention process (which shall include electronic measures) of all documents executed in connection with the Master Agreement and each Lease to promote both compliance with Section 1.05(a) and the efficient exchange of documents to and from Master Lessee, a Lessee, and Master Lessor or a Lessor thereof. Without limitation, this shall include items related to invoicing, servicing, payment options and a reasonable process to promote the timely execution of all documents arising from a transaction under the Master Agreement.

2. Take all reasonable actions requested by a Lessee or Master Lessee with regards to the Vendor or any warranty, including assisting with any services for substitution and replacement as necessary or other warranty related remedies provided to a Lessee;

3. Serve as the sole point of contact for a Lessee and Master Lessee as to all unassigned Leases for all purposes whatsoever and, with regard to assigned Leases, for all purposes except payment, in which instance, Master Lessor shall make good faith efforts to facilitate any issues arising between a Lessor and either Master Lessee or a Lessee;

4. Develop customized reports requested by Master Lessee based upon Master Lessee's specific needs regarding any and all Lessees, and deliver such reports to Lessees and Master Lessee, as designated by Master Lessee and in the form requested. These reports may include, for example, asset management reports for items of Equipment, expiration reports with regards to warranties, provided Lessee has validated such warranty expiration dates and informed Master Lessor in writing, end of term dates and options or return of the Equipment (to be received by Lessees not more than 180 days nor less than 120 days prior to the end of Lease Term), transaction history of each Lease or Lessee, or information or details on each Lease or any time sensitive matter; and Master Lessor will, on request, furnish Master Lessee with copies of all such reports and any Master Lessor Report;

5. Notify each Lessee of the following events no less than forty-five (45) days in advance of such occurrence: (i) Lease Term is about to expire; (ii) Lessee's date to provide Master Lessor with an election for an End of Term Option; (iii) applicable return conditions so that Lessee may attempt to return the Equipment in the required condition under a Lease if desired; and (iv) other time sensitive matters that may require an election by Lessee under the Lease;

6. Promptly notify Master Lessee of an Event of Default by Lessee or any failure timely exercise available options.

7. Ensure that the amount, if any, payable by each Vendor due to a warranty claim under the applicable Purchase Agreement is sufficient to pay in full the Termination Value of the Equipment purchased thereunder;

8. Calculate and certify, by signing the Master Lessor Report, to Lessee the correctness of all Early Termination Values.

9. Complete and sign for each Lease a Master Lessor Report, in the form attached to the Master Equipment Lease Agreement as **Exhibit E**; and

10. Provide to Master Lessee monthly Master Lessor Spreadsheets as described on **Exhibit E**;

Generally manage the Master Agreement and any other Master Lessor Obligation as specified under the Master Agreement.

EXHIBIT E TO MASTER EQUIPMENT LEASE AGREEMENT

Dated as of _____

Between Ontario Investments, Inc. and ITMO

Lease Schedule No. STN: _____

Form of Master Lessor Report

MASTER LESSOR REPORT

Date of Report: _____, 20__

Master Equipment Lease Agreement dated: _____, 20__
(Copy of Master Agreement previously delivered, copy of executed Lease ("Lease") attached.)

Date of Lease:

Lessee (Agency):

Date of Commencement of Lease Term:

Date of Expiration of Lease Term:

Rent:

Interest Rate:

Schedule of Payments: *Attached as "Attachment 1" to the above-referenced Lease*

Equipment Cost, itemized by item of Equipment (copies attached of invoices for all Equipment Costs and any associated installation costs):

End-of-Lease Fixed Purchase Price: \$1.00

Lease or Proposed Lease Assigned To (assignee bank):

[If Amended] Amendment (attach copy):

Questions should be directed to:

Lessee Contact:

Master Lessor:

I certify as follows:

(a) complete and accurate copies of all invoices for all Equipment Costs and any associated installation costs are attached hereto; (b) all attached invoices have been paid in full; (c) Lessee has provided evidence of compliance with Section 8.03; and (d) the above information is true and correct to the best of my knowledge..

MASTER LESSOR:

Title: _____

MASTER LESSOR SPREADSHEET

Excel spreadsheet with the following information, organized in columns, for every lease executed within the previous month:

- Lessee (Agency):
- Date of Commencement of Lease Term:
- Date of Expiration of Lease Term:
- Rent:
- Interest Rate:
- Equipment Cost (as defined in the Master Lease Equipment Agreement):

EXHIBIT F TO MASTER EQUIPMENT LEASE AGREEMENT

Dated as of _____

Between Ontario Investments, Inc. and ITMO

Lease Schedule No. STN: _____

FORM OF NOTICE AND ACKNOWLEDGEMENT OF ASSIGNMENT

Ladies/Gentlemen:

Lessor hereby gives notice to Lessee that pursuant to the terms of an assignment agreement (the "Assignment") it has assigned and transferred to Assignee ("Assignee") (select one) Lessor's right, title and interest in and to, but none of its obligations under, the Lease and all amounts owing thereunder -or- Lessor's right to rental payments and other amounts due under the Lease. In connection with the Assignment, Lessor has also granted Assignee a security interest in all of the goods (the "Leased Equipment") leased under the Lease.

Lessor hereby irrevocably directs Lessee to make any and all payments required or permitted to be made pursuant to the Lease directly to Assignee at the following address:

All of such payments should be payable to (select one) Lessor -or- Assignee. Lessor agrees that payment to Assignee in accordance with the foregoing instructions will relieve Lessee of its obligation to make such payment to Lessor pursuant to the Lease.

The Assignment shall not relieve Lessor from the performance of any of its obligations under the Lease or make or cause Assignee to be liable for such obligations. Lessee should settle all claims against Lessor, whether arising under or related to the Lease or otherwise, directly with Lessor.

Lessee is hereby advised that no action having the following effects will be effective, without Assignee's prior written consent: (i) modify or amend the Lease, (ii) assign, encumber or sublet its rights under the Lease or in the Leased Equipment except as permitted by the Lease, (iii) exercise any of Lessee's rights under the Lease which are exercisable only with the consent of Lessor, (iv) return the Leased Equipment to Lessor prior to expiration of Lease Term, or (v) settle any insurance claims with respect to the Leased Equipment.

A copy of each notice which Lessee is required to give Lessor under the terms of the Lease should be sent by Lessee to ASSIGNEE at its address set forth above by certified mail, postage prepaid, or at such other address as ASSIGNEE may hereafter notify Lessee.

_____ ("Lessor")

By: _____
Name: _____
Title: _____

Consistent with Section 11.02 of the Master Agreement, Lessee acknowledges receipt of this letter, and confirms that (i) the Equipment described in the Lease has been delivered to and accepted by Lessee and is in good working order, (ii) the Lease is in full force and effect and (iii)

Lessor is not, to its knowledge, in default in any obligation to Lessee under the Lease.

_____ ("Lessee")

By: _____

Name: _____

Title: _____

EXHIBIT G TO MASTER EQUIPMENT LEASE AGREEMENT

Dated as of _____

Between Ontario Investments, Inc. and ITMO

Lease Schedule No. STN: _____

FORM OF ACCEPTANCE CERTIFICATE

Equipment Location

I, acting on behalf of Lessee, acknowledge that I have personally inspected, or caused to be personally inspected, all items of Equipment described in the above Lease (as it incorporates the terms of the above Master Equipment Lease Agreement, the "**Lease**") and that I am duly authorized on behalf of the Lessee to sign and bind the Lessee to the Lease. The Equipment has been received, inspected and installed to Lessee's satisfaction and is complete, operational and in good condition and working order and satisfactory in all respects and conforms to all specifications in the Lease and the supply contract or other agreement with the Vendor as of the date hereof. Lessee hereby accepts the Equipment and acknowledges that the Lease Term of the Lease commences on the Date of Acceptance stated below. Lessee further acknowledges that this Lease is NON-CANCELLABLE, ABSOLUTE AND IRREVOCABLE, except as provided in the Master Equipment Lease Agreement. Capitalized terms used herein shall have the meanings assigned to them in the Lease, except as the context shall require. This Acceptance Certificate is solely for the benefit of Master Lessor and any Lessor and shall not inure to the benefit of any Vendor nor shall anything contained herein alter or affect any warranty or promise provided by the Vendor regarding the Equipment.

Essential Use. Lessee further represents and warrants that the Equipment is essential to the function of the Lessee or to the service Lessee provides to its citizens. Further, Lessee has an immediate need for, and expects to make immediate use of, substantially all such Equipment which need is not temporary or expected to diminish in the foreseeable future. Such Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority.

LESSEE: _____
By: _____
Printed Name: _____
Title: _____

Date of Acceptance: _____, 20__

EXHIBIT H TO MASTER EQUIPMENT LEASE AGREEMENT

**Ontario Investments, Inc.
FORM OF REQUEST FOR FINANCING
Master Leasing Manager Contract
Financing Request**

AGENCY LEGAL NAME: _____
ADDRESS: _____
AGENCY CONTACT: _____ TITLE: _____
CONTACT PHONE #: _____ FAX #: _____
CONTACT EMAIL ADDRESS: _____
CONTACT SIGNATURE: _____ DATE: _____
[THE MAXIMUM AMOUNT OF FINANCING REQUESTED IS \$ _____.]
AMOUNT OF FINANCING: Equipment Cost \$ _____

FINANCING TERM REQUESTED (36*, 48 or 60 Months) ____
*Attach Master Lessee's written consent as required in section 1.08 of the Master Equipment
Lease Agreement

PAYMENT INTERVAL (annual in advance or monthly in arrears)
PLEASE ATTACH THE FOLLOWING:

Lessee's budget for the current or most recent Fiscal Year
Equipment Purchase Agreement, quote or bill of materials
Completed Lease Financing Application for State of South Carolina ITMO (Exhibit N)

LESSEE ACKNOWLEDGES that it is responsible for removing all non-public data and information from
any Equipment returned to Lessor at the end of the Lease Term.

Consistent with § 1.08(a), this request must be accompanied by the following, unless excused by Master Lessor: (i) the budget for the current or most recent Fiscal Year of the Lessee (if not previously submitted); (ii) the applicable Purchase Agreement setting forth a description of the Equipment, including the cost and Vendor of such Equipment; (iii) the desired Lease Term (either 36, 48, or 60 months) and frequency of Rental Payments (either annually in advance or monthly in arrears); provided, however, that any Request for Financing for a Lease having a Lease Term of 36 months shall be null, void, and of no effect, and Master Lessor shall not enter in such Lease, unless such Request for Financing is accompanied by Master Lessee's written consent; (iv) evidence of the written approval of such Request for Financing by the Lessee and any other government authority as may be required by applicable law; and (v) such other material information as Master Lessor may reasonably request.

EXHIBIT I TO MASTER EQUIPMENT LEASE AGREEMENT

Dated as of _____

Between Ontario Investments, Inc. and ITMO

Lease Schedule No. STN: _____

NO LITIGATION AND NO DEFAULT CERTIFICATE

FROM: _____ (the "Lessee")

THIS NO LITIGATION AND NO DEFAULT CERTIFICATE (this "Certificate") is given as of _____, 201_, by _____ (the "Lessee"), as an inducement for Master Lessor to enter into Lease No. ___ under that certain Master Equipment Lease Agreement executed between Master Lessee and Master Lessor dated as of _____ (the "Master Agreement"). To best knowledge of the person signing this Certificate, Lessee is not currently in material default or in receipt of a notice of default in regards to any (i) bond or other indebtedness, or (ii) contract for essential equipment or services. Any capitalized term herein but not defined shall have the meaning ascribed to such term in the Master Agreement between Master Lessee and Master Lessor.

The undersigned, represents, warrants, states and agrees as follows:

Lessee is not contemplating bankruptcy (nor is there any prospect of such); and there are no outstanding liens, suits, court actions or litigation which could render Lessee not solvent.

EXECUTED AND DELIVERED as of the day and year first above written.

LESSEE: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT J TO MASTER EQUIPMENT LEASE AGREEMENT

Dated as of _____

Between Ontario Investments, Inc. and ITMO

Lease Schedule No. STN: _____

FORM OF INCUMBENCY CERTIFICATE & FORM OF SIGNATURE

I, _____ do hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of _____, an Agency duly organized and existing under the laws of the State of South Carolina (the "Lessee"), that I have custody of the records of such entity, and that, as of the date hereof, the individuals named below are the duly elected or appointed Authorized Officers of Lessee holding the offices set forth opposite their respective names. I further certify that (i) the signatures set opposite their respective names and titles are their true and authentic signatures and (ii) such officers have the authority on behalf of Lessee to enter into that certain Lease No. ___ to Master Equipment Lease Agreement dated [fill in] (the "Master Agreement") between Master Lessee and Master Lessor. All capitalized terms not herein defined shall have the meaning set forth in said Master Agreement. The undersigned and each Authorized Officer acknowledge that such person or entity does not have any authority as Lessee to alter, modify or change any term of any Lease or the Master Equipment Lease Agreement in accordance with Section 1.02 of the Master Agreement.

NAME OF AUTHORIZED OFFICER(S)	SIGNATURES	TITLE OF AUTHORIZED OFFICER(S)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, this certificate has been executed by the undersigned.

Lessee:

 By: _____
 Name: _____
 Title: _____
 Date: _____

EXHIBIT K TO MASTER EQUIPMENT LEASE AGREEMENT

Master Lessor's Representations

Master Lessor and Lessor Representations.

(a) Master Lessor reaffirms the representations made and obligations undertaken pursuant to the following provisions of the Solicitation, which are incorporated herein by reference and apply within the context of the Solicitation, all of which are attached for convenience as **Exhibit K**:

- (i) Certificate Of Independent Price Determination (May 2008),
- (ii) Certification Regarding Debarment And Other Responsibility Matters (Jan 2004),
- (iii) Disclosure Of Conflicts Of Interest Or Unfair Competitive Advantage (Feb 2015),
- (iv) Drug Free Work Place Certification (Jan 2004),
- (v) Ethics Certificate (May 2008),
- (vi) Iran Divestment Act -Certification (Jan 2015),
- (vii) Open Trade Representation (Jun 2015),
- (viii) Prohibited Communications And Donations (Feb 2015).

EXHIBIT L TO MASTER EQUIPMENT LEASE AGREEMENT

Dated as of _____

Between Ontario Investments, Inc. and ITMO

Lease Schedule No. STN: _____

FORM OF BILL OF SALE

BILL OF SALE

THIS BILL OF SALE is given by _____ (herein the "Lessee"), to
(herein the "Lessor").

WITNESSETH:

THAT FOR _____ (\$ _____) AND OTHER GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, Lessee does hereby bargain, sell, assign, transfer and set over to Lessor, its successors and assigns, all of Lessee's right, title and interest in and to the items of equipment listed on the schedule attached hereto (the "Equipment").

The Equipment is sold hereunder AS IS WHERE IS WITHOUT REPRESENTATION OR WARRANTY, whether express or implied, with respect to any matter whatsoever except that Lessee covenants that, (i) Lessor will acquire by the delivery of this Bill of Sale, good legal title to the Equipment and good and lawful right to sell the same, and that title to the Equipment is hereby duly vested in the Lessor free and clear of any and all claims, liens, encumbrances and rights of others of any nature whatsoever which Lessee is required to remove under the Lease during the Lease Term; and (ii) the undersigned has been duly vested with authority by the Lessee with the right to sell the Equipment and execute this Bill of Sale and the execution and performance by Lessee hereunder and the validity hereof, do not require the consent or approval of, giving of notice to, registration with, or taking of any other action in respect of, any state, federal or other governmental authority or agency, any shareholders, partners, members, trustees or holders of any indebtedness of Lessee or any other third party.

Lessee agrees to provide licenses for software applicable to the Equipment, if such licenses are transferrable, if any, and to execute and deliver to Lessor such additional instruments of transfer and conveyance and to take such other action as may be reasonably necessary to confirm Lessor's title to the Property and to effect the intent of this Bill of Sale.

IN WITNESS WHEREOF, Lessee has caused this Bill of Sale to be duly executed as of the ____ day of _____, 20__.

By: _____
Name: _____
Title: _____

EXHIBIT M TO MASTER EQUIPMENT LEASE AGREEMENT

Dated as of _____

Between Ontario Investments, Inc. and ITMO

Lease Schedule No. STN: _____

FORM OF OPINION OF LESSEE COUNSEL

Date:

[Lessor]

Ladies and Gentlemen:

I have acted as counsel to Lessee in connection with the execution and delivery by the Lessee to you of the Lease Schedule referenced above (the "Lease").

In so acting, I have examined the Lease and originals or photostatic or certified copies of all such agreements, records, communications, instruments, certificates of public officials, certificates of officers of the Lessee and such other documents as I have deemed relevant and necessary as a basis for the opinions set forth herein.

Based upon the foregoing, I am of the opinion that:

- (1) The Lessee is validly existing under the laws of the State of South Carolina and has all requisite power and authority to execute and deliver the Lease and to perform all of its obligations under the Lease.
- (2) The execution, delivery and performance by the Lessee of the Lease has been duly authorized by all necessary action on the part of the Lessee and does not violate the charter or governing documents of the Lessee or any provision of any law, rule or regulation of the State of South Carolina.
- (3) The Lease has been duly authorized, executed and delivered. The person (persons) executing the Lease and related documents is (are) properly authorized under the Laws of the State of South Carolina to obligate the Lessee with respect to the Lease.
- (4) All (if any) requirements under public bidding procedures, bid laws, competitive procedures and "Sunshine" laws required for the Lease to be enforceable have been satisfied.
- (5) The execution and performance by Lessee of its obligations under the Agreement do not violate any judgment, order, law or governmental regulation affecting Lessee or to the best of my knowledge result in a breach of default of any instrument or agreement to which Lessee is a party or to which Lessee is bound.
- (6) No approval or withholding of objection is required from any federal or other governmental authority with respect to entering into or performance by Lessee of this Agreement.

This opinion is given for the benefit of Lessor and the addressee and its successors and/or assigns. I am admitted to practice in the State of South Carolina and this opinion is limited to the laws of such State.

Very truly yours,

**EXHIBIT N TO MASTER EQUIPMENT LEASE AGREEMENT
LEASE FINANCING APPLICATION FOR SOUTH CAROLINA ITMO**

Lease Financing Application for South Carolina Information Technology Management Office (ITMO)

Lessee's Legal Name as Shown on Audited Financials:			
If Lessee's Parent is Different, Input Parent Name Here:			
Website to Obtain 3 years of Audited Financials Found At:			
Street Address			
City		Invoices to be sent to:	
State		Contact	
Zip Code		Department	
Contact		Address	
Phone Number		City, State, Zip	
Fax Number		Phone & Fax Number	
Email		Email	
EIN (Required)		Special Instructions	

Double-clicking on a response box will allow you to add or remove a check mark

- Have you ever defaulted or non-appropriated on a lease purchase, loan or bond obligation? Yes: No:
- Are you currently operating under emergency financial/fiscal management or have you in the past 3 years? Yes: No:
- Are there any known issues that could impact the future repayment of this financing? Yes: No:
- Will any loan or grant proceeds be used as the dedicated source of repayment for this financing? Yes: No:
- Have you issued or do you reasonably intend to issue more than \$10MM in tax exempt debt during the calendar year? Yes: No:
- For any payments due in your current FY, have those payments been formally appropriated?
If no or if your 1st payment is due in next fiscal year, has this been formally approved by board resolution? Yes: No:
- Will payments be made from your General Fund? Yes: No:
If no, which fund & provide page in most recent audit where found? _____
- Will any portion of the financed property be used by a private corporation or individual? Yes: No:
If Yes, what % will be used by a private corporation or individual? _____
- Do you operate under home-rule (a charter)? Yes: No: Unsure:
- Will the proceeds of this lease be used entirely for software? Yes: No:
If "Yes", will the software be installed on equipment that you own or are financing? Own: Financed:
- Will any portion of the financed property be affixed to real property? Yes: No:
- Are you self insured for property damage? Yes: No:
- Are you self insured for liability? Yes: No:
- Are you a member of a managed risk pool for insurance? Yes: No:
- Desired Lease Term (36, 48 or 60)? (circle one) 16) Payment Interval: Monthly in Arrears / Annually in Advance (circle one)
- Is this replacing equipment, expanding an existing system or completely brand new? Replacement: Expansion: New:
If replacement, what is the age of the equipment it is replacing? _____
If replacement or expansion, is the existing equipment paid off? _____
- What is your population or enrollment? _____ As of what date? _____
- What is your tax-based assessed value? _____ As of what date? _____
- Equipment/Product Description (please refrain from using acronyms or part numbers):

- What is the purpose of this acquisition, what makes it essential & what benefits are expected (eg. cost savings, productivity, functionality, etc.)?
If this financing is for entirely prepaid services, please also provide a description of the departments/functions being supported.

Submitted By (Name):		Title:	
Signature		Date:	

So that we may begin our credit review process, please email this application, along with your equipment Purchase Agreement, quote or bill of materials to SCITMOfinancingrequest@presidio.com. Please mail or email the 3 most recent copies of your Audited Annual Financial Statements, plus a copy of the current or most recent Fiscal Year's budget, to: SCITMOfinancingrequest@presidio.com, Presidio Technology Capital, Attn: Sherrill Ishak, (678) 291-2043, Two Sun Court, Norcross, GA 30092

**EXHIBIT O TO MASTER EQUIPMENT LEASE AGREEMENT
INVOICE**

SAMPLE INVOICE TO BE PROVIDED

EXHIBIT P TO EQUIPMENT MASTER EQUIPMENT LEASE AGREEMENT

Dated as of _____

Between Ontario Investments, Inc. and ITMO

Lease Schedule No. STN: _____

FORM OF EQUIPMENT ADDENDUM A

Page ___ of ___

Equipment Addendum A
Lease Schedule No: STN: _____

1. LESSEE NAME &
ADDRESS:

2. EQUIPMENT: Equipment is continued on the next page of this Equipment
Addendum A

THIS EQUIPMENT ADDENDUM A IS MADE PART OF THE LEASE SCHEDULE, WHICH LESSEE HAS REVIEWED AND HEREBY REAFFIRMS, AND WILL BECOME EFFECTIVE ONLY WHEN ACCEPTED IN WRITING BY MASTER LESSOR AT ITS OFFICES IN NORCROSS, GEORGIA.

Together with any and all additions, modifications, attachments, accessions, substitutions, replacements and parts hereof. Unless the context otherwise specifically requires, all references herein to "Equipment" shall mean and include Software.

THIS GUARANTY MUST BE EXECUTED PRIOR TO ISSUANCE OF A NOTICE OF INTENT TO AWARD.

GUARANTY

THIS GUARANTY is made and entered into as of November 6, 2023, by Ontario Investments, Inc., a New York State Corporation (“Guarantor”), in favor of the Using Governmental Unit(s).

Recitals & Representations

1. 126 North Salina Street, Suite 320, Syracuse, NY 13202 is Ontario Investments, Inc.’s principal place of business. 161224033 is Ontario Investments, Inc.’s Taxpayer Identification Number.
2. Previously, the Using Governmental Unit solicited offers to contract by issuing Solicitation No. 5400025256 entitled STC – IT Equipment Leasing (hereinafter the “Solicitation”). With the Solicitation, the Using Governmental Unit seeks to award a Contract (defined below).
3. By submitting a bid or proposal in response to the Solicitation, Ontario Investments, Inc., a New State Corporation (“Contractor”), seeks to enter into a Contract with the Using Governmental Unit.
4. Guarantor and Contractor are the same entity
5. If the Using Governmental Unit enters into a Contract with Contractor, Guarantor will receive a significant economic benefit of reasonably equivalent value by virtue of its relationship with Contractor; accordingly, Guarantor seeks to induce Using Governmental Unit to enter into a Contract with Contractor. Guarantor acknowledges that Using Governmental Unit would not have awarded the Contract to Contractor but for this Guaranty.

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in reliance on the foregoing, the materiality of which is hereby acknowledged, the parties hereto agree as follows:

Agreement

1. **General**

a. **Definitions.**

(1) As used herein, the term “Contract” collectively refers to all the contractual agreements arising out of or resulting from the Solicitation, including without limitation, any purchase orders issued against such agreements and any associated agreements contemplated by or related to the Solicitation, and further includes any modifications, extensions, amendments and renewals of the foregoing, or substitutions thereof.

(2) As used herein, the term “Contractor” includes any of Contractor’s successors or assigns.

(3) As used herein, the term “Using Governmental Unit” means the following entity or entities of government: [USING GOVERNMENTAL UNITS].¹

b. **Headings.** The headings contained in this Guaranty are inserted for convenience only and will not affect the meaning or interpretation of this Guaranty.

c. **Interpretation.** Any question of interpretation or construction shall not be resolved by any rule providing for interpretation or construction against the party who causes the uncertainty to exist or against the drafters of this Guaranty.

d. Representation & Warranty. Guarantor represents and warrants to the Using Governmental Unit that the Recitals are true, accurate and complete, and that this Guaranty has been duly executed and delivered by Guarantor and constitutes the legal, valid and binding obligation of Guarantor, enforceable against Guarantor in accordance with its terms.

2. Guaranty.

a. Guaranty; Scope; Contractor's Obligation Defined. As an inducement to, and in consideration of, Using Governmental Unit's entry into a Contract with Contractor, Guarantor absolutely, unconditionally and irrevocably guaranties, without notice or demand, the full and timely payment and performance of any debt, liability or obligation of Contractor, howsoever arising, which Contractor presently or hereafter may have to the Using Governmental Unit arising out of or related to the Contract or the Contractor's performance of the Contract (collectively "Contractor's Obligations").

b. Unconditional; No Right to Require Failure of Collection; Limited Right to Require Action Against Primary Debtor; Waiver of Contractor's Counterclaims. This guaranty is a guaranty of payment and performance and not of collection. Except as otherwise provided herein, Using Governmental Unit may not proceed against Guarantor without first acquiring, from either the Chief Procurement Officer, the South Carolina Procurement Review Panel or a court, an order allowing Using Governmental Unit to recover from Contractor. The foregoing order shall be conclusive evidence of the amount and validity of Contractor's Obligations. Guarantor waives any right to assert any defense, counterclaim, affirmative defense, or set-off of the Contractor. Without limiting the generality of the foregoing, Guarantor will not assert, plead or enforce against Using Governmental Unit any defense of waiver, release, statute of limitations, res judicata, or illegality. This guaranty will be binding and enforceable against Guarantor without regard to the enforceability or validity of the Contract, the obligation it evidences, or any fact which would constitute a legal or equitable defense or discharge of a guarantor. This Guaranty in no way alters the respective obligations, rights, defenses, setoffs, counterclaims, or privileges of the Contractor. Notwithstanding anything to the contrary in this paragraph, Using Governmental Unit may proceed against Guarantor without first having recourse to the Contractor or pursuing any other right or remedy if and upon the filing by Contractor or Guarantor of a petition in bankruptcy or insolvency or upon the initiation of any other proceeding or action by or against Contractor or Guarantor under the relevant law on insolvency or bankruptcy, or after the making by Contractor or Guarantor of any assignment or attempted assignment for the benefit of creditors or upon or after the institution of any proceedings for the liquidation or winding up of Contractor's or Guarantor's business or for the termination of either's corporate charter.

c. Waiver of Notice of Acceptance, Transactions, Default, and Other. Guarantor waives any right to notice of acceptance of this guaranty; notice of any modification, extension, renewal or substitution of the Contract; notice of default by Contractors; and any other notice, whether similar or dissimilar to the foregoing.

d. No Duty to Avoid Impairment of Recourse. Any of the Contractor's Obligations may be compromised, settled, released, discharged, renewed, extended, altered, waived, exchanged, modified, substituted, or otherwise dealt with in such a manner as Using Governmental Unit sees fit and such action shall not affect Guarantor's liability. Without limiting the foregoing, Guarantor acknowledges that the Contract inherently involves significant potential for modification, consents to any such future modification, and expressly waives any defense arising out of any modification.

e. No Right to Rely on Surety Status. Guarantor does not have surety status and waives any surety defenses.

f. Waiver of Discharge, No Right to Rely on Debtor's Defenses, and Counterclaims. Guarantor waives all rights to assert any discharge, defense, counterclaim, or set-off with respect to this guaranty, including but not limited to, any which might arise out of a failure to disclose any present or future information to Guarantor concerning the risks of this guaranty, the release by Using Governmental Unit of Contractor, or the Using Governmental Unit's nonperformance.

h. No Rights Under Contract. Guarantor denies any status or right as a third-party beneficiary of the Contract and waives any right to enforce the Contract.

i. Duty to Disclose, Notice of Acceptance, and Waiver. Guarantor is completely familiar with Contractor, its financial and business affairs, and all its dealings with Using Governmental Unit. Guarantor will look solely to Contractor for notice that a Contract has been awarded. Guarantor will obtain all information it deems necessary or advisable concerning Contractor or which might otherwise bear on the guaranty directly from Contractor or other sources with regard to all risks involved in the entry into and continuation of the coverage of this guaranty. Guarantor waives all rights which it has now, or in the future may have, to any disclosure by Using Governmental Unit.

j. Bankruptcy, Merger, or Change of Control in Guarantor or Contractor. Without limitation, Guarantor agrees that the obligations of Guarantor pursuant to this Guaranty shall remain in full force and effect without regard to, and shall not be released, discharged or affected in any way by any of the following (whether or not Guarantor shall have any knowledge thereof): (a) any dissolution of or any voluntary or involuntary bankruptcy, insolvency, reorganization, arrangement, readjustment, assignment for the benefit of creditors, composition, receivership, liquidation, marshalling of assets and liabilities or similar events or proceedings with respect to Contractor or Guarantor, as applicable, or any of their respective property or creditors, or any action taken by any trustee or receiver or by any court in any such proceeding; (b) any merger or consolidation of Contractor or Guarantor, as applicable, into or with any person, or any sale, lease or transfer of any of the assets of Contractor or Guarantor, as applicable, to any other person; or (c) any change in the ownership of the capital stock of Contractor or Guarantor, as applicable, or any change in the relationship between Contractor or Guarantor, or any termination of any such relationship. In addition, if Contractor or Guarantor is a partnership, the obligations of all partners shall remain in full force and effect even if there are changes in the members of the partnership, and the guaranty shall, as applicable, extend to or apply with respect to the partnership both before and after any changes.

3. Miscellaneous.

a. Substitute Performance. The Using Governmental Unit has no obligation to accept substitute performance and may elect to recover only payment from the Guarantor.

b. Duty to Provide Information. The Using Governmental Unit may request information from Guarantor in order to evaluate Guarantor's financial circumstances. Upon request, Guarantor shall cooperate with this effort and respond promptly to any such request. If Guarantor provides the Using Governmental Unit with any information it believes is exempt from public disclosure pursuant to the South Carolina Freedom of Information Act, Guarantor shall so designate such information. The Using Governmental Unit accepts no liability for the disclosure of information provided by Guarantor.

c. Choice-of-Law. The Guaranty, any action, suit or proceeding relating to the Guaranty, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice-of-law rules.

d. Choice-of-Forum. Any action, suit or proceeding relating to the Guaranty shall be resolved exclusively in the Court of Common Pleas for Richland County, State of South Carolina. Guarantor agrees that any act by the Using Governmental Unit regarding the Guaranty is not a waiver of either the State's sovereign immunity or the State's immunity under the Eleventh Amendment of the United States Constitution.

e. Waiver of Right to Jury Trial. To the extent permitted by law, Guarantor knowingly, voluntarily, and intentionally waives any right to a trial by jury in respect of any litigation based on, arising out of, under or in connection with this Guaranty or any agreement contemplated to be executed in connection with this Guaranty (e.g., the Contract), or any course of conduct, course of dealing, statements, or actions of any party with respect hereto.

f. Costs and Attorney Fees. Guarantor shall reimburse Using Governmental Unit for all costs and expenses, including attorneys' fees, reasonably incurred in enforcing the Using Governmental Unit's rights under this Guaranty.

g. No Third Party Benefits. Nothing in this Guaranty is intended, and it shall not be construed, to confer any rights or benefits upon any person other than the Using Governmental Unit and no other third party shall have any rights or remedies hereunder.

h. Notice To Guarantor. All notices and other communications to Guarantor under this Guaranty shall be sufficiently given for all purposes hereunder if in writing and: (i) delivered personally; or (ii) sent by documented overnight delivery service, in each case, to the following: [NOTICE ADDRESS] or to such other address and/or to the attention of such other person as Guarantor may designate by written notice to the Using Governmental Unit.

i. Notice to Government. As long as the Contract is in effect, any notice or other communication to Using Governmental Unit regarding this Guaranty may be provided solely to the following address or, if another address is designated by written notice to the Guarantor, solely to the address most recently designated. In order to be effective, any notice to the Using Governmental Unit must identify the Solicitation by name and number. If the Contract is not in effect, notice must be given directly to Using Governmental Unit.

Procurement Services Division
State Budget & Control Board
1201 Main Street, Suite 430
Columbia, SC 29201

j. Binding Effect: Assignment. This Guaranty shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that no party hereto may assign its rights or delegate its obligations under this Guaranty without the express written consent of the other party hereto.

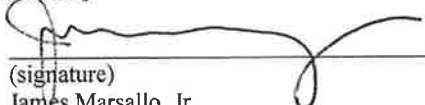
k. Estoppel Certificate. Guarantor shall, within ten days after Using Governmental Unit's request, deliver to Using Governmental Unit a certificate, in form and substance reasonably satisfactory to Using Governmental Unit, confirming that Guarantor will not assert any defense to enforcement of the Guaranty based upon the expiration of any statute of limitations. Failure to deliver a certificate constitutes a default.

l. Amendment: No Waiver. This Guaranty may not be modified or amended except by an instrument in writing signed by the party against whom enforcement of any such modification or amendment is sought. Any party hereto may, only by an instrument in writing, waive compliance by the other party hereto with any term or provision of this Guaranty. The waiver by any party hereto of a breach of any term or provision of this Guaranty shall not be construed as a waiver of any subsequent breach.

m. Integration. This guaranty is a completely integrated guaranty. Notwithstanding any contrary term, there are no oral or written conditions precedent or concurrent to the effectiveness of this guaranty. There are no terms or conditions other than those in this writing. This writing supersedes all prior or contemporaneous terms, conditions, and representations.

IN WITNESS WHEREOF, Guarantor has set its hand and seal hereto as of the date above written.

[GUARANTOR]

By:  L.S.
(signature)
Name: James Marsallo, Jr.
(typed/printed name of person signing above)
Its: Vice President
(title / position of person signing above, e.g., president)

ⁱ [Add the following at the end of item #2 only if the contract is a statewide term contract: The term "Using Governmental Unit" may be defined to mean "Statewide Term Contract" or "State Term Contract" or "Statewide Contract," and if so defined, these terms mean any governmental entity that submits a purchase order that is accepted by Contractor pursuant to the Contract. If the term "Using Governmental Unit" is defined to mean more than one entity (e.g., multiple entities are

listed or the term "Statewide Contract" is used), this Guaranty extends and applies to each entity separately, the same as if a distinct guaranty had been separately executed with each individual entity. Guarantor's obligations to each entity is independent of its obligations to every other entity. Each entity's rights, obligations and liabilities are independent of every other entity's rights, obligations, and liabilities.]

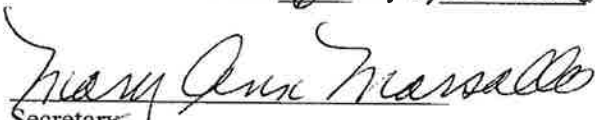
Exhibit 1 – Certificate of Corporate Secretary

CERTIFICATE OF SECRETARY of Ontario Investments, Inc., a New York State corporation

I, the undersigned, *Mary Ann Marsallo*, Secretary of Ontario Investments, Inc., a New York State corporation (“Corporation”), certify the following:

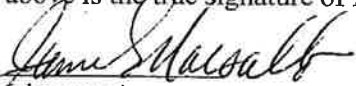
1. Attached to this Certificate as Attachment #1 is a correct copy of resolutions adopted by the board of directors of Corporation at its meeting held on *November 6, 2023*, at which a quorum was present and acting throughout. These resolutions have not been revoked, modified, amended, or rescinded, and are still in effect.
2. As of the date of this Certificate, the persons whose names appear on Attachment #1 hereto are the elected and qualified officers of Corporation occupying the offices set forth opposite their respective names, who are authorized by the board of directors of Corporation to execute documents on behalf of Corporation, and the signatures set forth above their respective names are their genuine signatures.

I have so certified this 6 day of November, 2023


Secretary

WITNESS

I, James M. Marsallo, certify that I am the President of the Company, and that appearing above is the true signature of Mary Ann Marsallo, the Secretary of the Company.


(signature)

President
(title)

GERMAIN & GERMAIN, LLP
COUNSELORS AT LAW
7085 Manlius Center Road #2
East Syracuse, New York 13057 (315) 671-3023

STANLEY R. GERMAIN
ROBERT M. GERMAIN
NEIL G. GERMAIN
JOHN J. MARZOCCHI
GALEN HAAB
JOSEPH E. DeMARI

November 6, 2023

To: State Of South Carolina
Re: Ontario Investments, Inc.

Ladies and Gentlemen:

We are of the opinion that:

1. Ontario Investments, Inc. is a corporation duly incorporated, validly existing and in good standing under the laws of the State of New York, with corporate powers adequate for the execution, delivery and performance of the Guaranty regarding Solicitation No. #5400025256 entitled STC - IT Equipment Leasing.
2. All corporate proceedings required to be taken to authorize the execution and performance of this guaranty, including without limitation, a resolution by Ontario Investments, Inc.'s Board of Directors authorizing this guaranty, have been taken.
3. The Guaranty has been duly authorized and executed by the Ontario Investments, Inc., constitutes the legal, valid and binding obligation of the Ontario Investments, Inc., and is enforceable against the Company in accordance with its terms.
4. The execution, delivery, and performance of the Guaranty does not, and will not, result in any violation of, be in conflict with, constitute a default under, give rise to any obligation to redeem securities under, or result in the creation of a lien or encumbrance under, any term or provision of (i) any court order or any presently existing federal or New York State law, statute, ordinance, or governmental regulation, (ii) Ontario Investments, Inc.'s Articles or Certificate of Incorporation or By-laws, (iii) the general corporation law of the State of New York or (d) any license, judgment, decree, order, agreement, indenture, deed, lease or other instrument known to us that is applicable to it.

Very truly yours,



Germain and Germain, LLP
Neil G. Germain

Exhibit 3 – Board of Director’s Corporate Resolution of Authorization

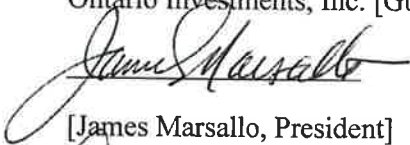
Attachment #1 to Certificate of Corporate Secretary

RESOLUTION OF BOARD OF DIRECTORS OF Ontario Investments, Inc., a New York corporation (“Corporation”)

Therefore, it is resolved that the form, terms, and provisions of the Guaranty to be executed concurrently with the execution of the Guaranty have been reviewed by the directors of Corporation and are approved; and

It is further resolved, that any of the following officers of Corporation are authorized, on behalf of Corporation, to execute the Guaranty:

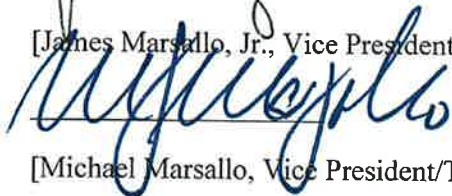
Ontario Investments, Inc. [Guarantor]



[James Marsallo, President]



[James Marsallo, Jr., Vice President]



[Michael Marsallo, Vice President/Treasurer]