CBTS FinancialServices

Execution copy

MASTER EQUIPMENT LEASE AGREEMENT
(State or Local Government Lessee)

LESSEE: **State of Ohio, through its Department of Administrative Services**	LESSOR: **CBTS Financial Services, a dba of Technology Investment Partners, L.L.C.**
Street Address: Office of Information Technology, Infrastructure Services Division, 30 East Broad St., 39th Floor	**Address: 40950 Woodward Avenue, Suite 201 Bloomfield Hills, MI 48304**
City/State/Zip: Columbus, OH 43215 Attn: Business Manager	**Master Equipment Lease Agreement Effective Date:January 8, 2013**
Lessee Federal Employer Identification Number: _____	

1. **AGREEMENT.** Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the property and other equipment (Equipment) described in any schedule (Schedule) that incorporates by reference this Master Equipment Lease Agreement (Agreement). Each Schedule shall be in the form attached as Exhibit A to this Agreement. Each Schedule shall incorporate by reference this Agreement. Each such Schedule shall constitute a "Lease" that is separate and distinct from this Agreement and any other Lease. Each such Lease shall be governed by the terms and conditions of this Agreement as well as by the terms and conditions set forth in the applicable Schedule. In the event of a conflict between the provisions of this Agreement and a Schedule, the provisions of the Schedule shall govern. This Agreement is not a commitment by Lessor or Lessee to enter into any Lease not currently in existence. Nothing in this Agreement shall be construed to impose any obligation upon Lessor or Lessee to enter into any proposed Lease, it being understood that whether Lessor or Lessee enter into any proposed Lease shall be a decision solely within their respective discretion.

2. **ASSIGNMENT OF PURCHASE DOCUMENTS.** At Lessor's request, Lessee shall execute and deliver to Lessor a writing acceptable to Lessor whereby Lessee assigns to Lessor all of Lessee's rights and interest under any purchase order, contract or other related documents (collectively, Purchase Documents) that Lessee has entered into with the Seller identified in the applicable Schedule (Seller) to acquire the Equipment that is the subject of that Schedule, including a statement by which Seller acknowledges, and provides any required consent to, such assignment. Lessee authorizes Lessor to share a copy of this Agreement with Seller, together with information related to any Schedules pursuant to this Agreement. Lessee acknowledges that Lessor is not affiliated with CBTS or any of its affiliates ("CBTS") and that it has received, reviewed and approved any applicable service agreements with CBTS.

3. **DELIVERY; ACCEPTANCE.** Lessee shall cause the Equipment to be delivered to Lessee at the Equipment Location (as specified in the applicable Schedule) and Lessee shall accept the Equipment upon the later of (a) the installation, of the Equipment or (b) the satisfaction of the acceptance criteria, if any, specified in the applicable Purchase Documents. In any event, Lessee shall evidence its acceptance of the Equipment and commencement of the Lease with respect thereto by executing and delivering to Lessor a commencement certificate (Commencement Certificate) in the form of Exhibit B to this Agreement, within five (5) business days after delivery. By executing and delivering a Commencement Certificate to Lessor, (a) Lessee represents and warrants that it has selected the Equipment specified on the applicable Schedule, (b) Lessee has accepted such Equipment for purposes of the applicable Lease and (c) Lessee confirms that it has reviewed the database described in Section 9.24 of the Ohio Revised Code (Code) to confirm that, as of the date of the Lease, there is no unresolved finding for recovery against Lessor.

4. **TERM.** The term of each Lease (Lease Term) shall begin on the first day of the calendar month following the date specified as the Commencement Date on the Commencement Certificate with respect to the applicable Schedule and shall continue until Lessee's payment and performance in full of all of Lessee's obligations under such Lease (unless terminated earlier under the express terms of this Agreement, including a termination by Lessee under Section 6). The Lease Term shall include any renewal term (Renewal Term) that shall begin on the expiration of, as applicable, the stated initial Lease Term or any preceding Renewal Term.

5. **RENTAL PAYMENTS; LATE CHARGES.**

A. Lessee shall pay Lessor (i the first Rental Payment in the amount, and on or before the First Rental Payment Due Date, in each case as set forth in the applicable Schedule, (ii) the remaining periodic Rental Payments for the stated initial Lease Term on or before the periodic payment dates specified in the applicable Schedule or, if periodic payment dates are not specified, on or before the corresponding day of each subsequent period, and (iii) if the Lease Term is extended or a renewal option exercised, all Rental Payments required with respect thereto. Unless otherwise noted on the applicable Schedule, Rental Payments payable during the Initial Term shall be payable annually in advance for all Rental Payments scheduled to be paid in the then current fiscal year. In no case, however, will any payment be due any earlier than thirty (30) calendar days after receipt of an invoice for the amount then due. Lessee shall send all Rental Payments to Lessor's above-referenced address, or to such other address as specified by Lessor in writing.

B. Section 126.30 of the Code applies to this Agreement and requires payment of interest on overdue payments under any Lease in accordance with its provisions. Notwithstanding Section 126.30, no interest on any overdue payment shall accrue until at least ten (10) calendar days following written notice to Lessee of any such delinquency.

C. Rental Payments and other amounts payable under each Lease are payable in U.S. dollars out of the general and other funds of Lessee that are legally available for the purpose for which they are sought to be applied (Legally Available Funds). ***Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments under each Lease shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained in any Lease constitute a pledge of the full faith and credit or taxing power of Lessee.***

6. **TERMINATION UPON NON-APPROPRIATION OF FUNDS.** Lessee's funds are contingent on the availability of lawful appropriations by the Ohio General Assembly (General Assembly). In connection with the execution and delivery of each Lease Schedule entered into by Lessee, Lessee represents and warrants that (a) it has appropriated and budgeted Legally Available Funds to make all Rental Payments required pursuant to such Lease Schedule for the remainder of the fiscal year in which the Lease Term commences; (b) it currently intends to make Rental Payments for the full Lease Term as shown in the applicable Schedule so long as funds are appropriated for each succeeding fiscal year during the Lease Term by the General Assembly; and (c) Lessee reasonably believes that moneys in an amount sufficient to make Rental Payments can and will lawfully be appropriated by the General Assembly and made available therefor. If the General Assembly fails to appropriate sufficient funds for Rental Payments and other amounts which are scheduled to be paid under a Lease in the next succeeding fiscal year, then a *"Non-Appropriation Event"* with respect to such Lease shall have occurred. If a Non-Appropriation Event occurs, then: (a) Lessee shall use reasonable efforts to give Lessor written notice at least 15 days prior to the end of the then current fiscal year of such Non-Appropriation Event with respect to the affected Lease; (b) on the Return Date, Lessee shall return to Lessor all, but not less than all, of the Equipment covered by the affected Lease, at Lessee's sole expense, in accordance with Section 21 hereof; and (c) the affected Lease shall terminate on the Return Date without penalty or expense to Lessee; *provided,* that Lessee shall pay all Rental Payments and other amounts payable under the affected Lease for which funds have been appropriated through the end of that fiscal year; and *provided further* that Lessee shall pay month-to-month rent at the rate set forth in the affected Lease for each month or part thereof that Lessee fails to return the Equipment under this Section 6.

7. **UNCONDITIONAL OBLIGATION. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6 HEREOF, LESSEE'S OBLIGATION TO PAY RENTAL PAYMENTS UNDER EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL AND SHALL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, OR ABATEMENT.**

8. **INSURANCE.**

A. Lessee will, at its own expense, during the Lease Term maintain (a) property insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement in use in the State, and any other risks reasonably required to be covered by insurance by Lessor, naming Lessor as a loss payee, in an amount at least equal to the Stipulated Loss Value (computed as described in the applicable Schedule), and (b) public liability and third party property damage insurance, naming Lessor as an additional insured. Lessee shall furnish to Lessor evidence of such insurance coverage throughout the Lease Term. All such insurance will be with insurers that are authorized to issue such insurance in the State, shall contain the insurer's agreement to give Lessor 30 days' prior written notice before cancellation or material change thereof. If no Event of Default (defined below) exists, and no event has occurred and is continuing that with notice or the lapse of time or both would constitute an Event of Default, the proceeds of any insurance required under

clause (a) hereof that have been paid to Lessor shall be applied against Lessee's obligations to Lessor under Section 14 hereof.

B. In the alternative, unless and until an Event of Default has occurred and is continuing, or there is any material adverse change in Lessee's financial condition or business, Lessee may satisfy such insurance requirements required under this Section 8 by self-insuring such risks under an active and prudently managed self-insurance program; provided that Lessor's interests are protected to the same extent as if the insurance required pursuant to clause A of this Section had been obtained from a third party insurance carrier and such self-insurance program is not inconsistent with prudent business practices with respect to insuring such risks. Lessee shall deliver to Lessor evidence of such self-insurance in a form reasonably acceptable to Lessor on or before the Commencement Date of the applicable Schedule, and at such other times as Lessor may reasonably request. If Lessee elects to terminate such self-insurance, Lessee shall obtain the insurance coverages described in this Section 8, and provide evidence thereof to Lessor in accordance with the terms of this Section.

9. **LAWS; TAXES.** Lessee shall comply with all laws and regulations relating to the Equipment and its use. Lessee shall reimburse Lessor for (or pay directly, but only if instructed by Lessor) all applicable taxes, fees, and assessments, if any, that may be imposed by any taxing authority on the Equipment, on its purchase, ownership, delivery, possession, operation, rental, return to Lessor or its purchase by Lessee (collectively, Taxes), whether such Taxes are imposed upon Lessor, Lessee, the Equipment, this Agreement or the applicable Schedule; provided, however, that Lessee shall not be liable for (a) any such Taxes (whether imposed by the United States of America or by any other domestic or foreign taxing authority) imposed on or measured by Lessor's net income or tax preference items; (b) any franchise taxes or taxes on doing business imposed at any time on Lessor. Lessee's obligation includes, but is not limited to, the obligation to pay all license and registration fees and all sales, use, personal property and other taxes and governmental charges, if any, together with any penalties, fines and interest thereon (except to the extent such penalties, fines and/or interest were incurred by the failure of Lessor to timely remit such fees and/or taxes to the proper authority that are due solely to Lessor's negligence and not as a result of Lessee's acts or omissions), that may be imposed during the Term of the applicable Schedule. Lessee is currently exempt from state sales and/or use tax and may provide to Lessor an exemption certificate acceptable to the relevant taxing authority (including, without limitation, statutory or other legal evidence of such exemption) in which case Lessor shall not collect the taxes for which the exemption applies. If Lessee is required by law or administrative practice to make any report or return with respect to such Taxes, Lessee shall promptly advise Lessor thereof in writing and shall cooperate with Lessor to ensure that such reports are properly filed and accurately reflect Lessor's interest in the Equipment. Lessor has no obligation to contest any such Taxes, however Lessee may do so provided that: (x) Lessee does so in its own name and at its own expense; and (y) the contest does not and will not result in any lien attaching to any Equipment or otherwise jeopardize Lessor's right to any Equipment.

10. **REPAIRS; USE; LOCATION; POSSESSION; CONTROL.** Lessee shall: (a) use the Equipment lawfully and exclusively in connection with its governmental or proprietary activities and for the purpose for which the Equipment was designed and intended; (b) not, without Lessor's prior written consent, move the Equipment from the Equipment Location identified in the applicable Schedule; and (c) not part with possession or control of or suffer or allow to pass out of its possession or control any item of Equipment.

11. **MAINTENANCE; INSPECTION; ALTERATIONS.** At its own expense, Lessee shall: (a) keep the Equipment in good repair, condition and working order and maintained in accordance with the manufacturer's recommended engineering and maintenance standards; (b) enter into and maintain a maintenance agreement for the Equipment with the manufacturer or other party acceptable to Lessor; (c) maintain the Equipment in the same condition as when delivered, subject only to ordinary wear and tear, and in good operating order and appearance; (d) make all alterations or additions to the Equipment that may be required or supplied by the Seller, the manufacturer or which is otherwise legally necessary or required to maintain the Equipment at current engineering levels; and (e) make no other alterations or additions to the Equipment (except for alterations or additions that will not impair the value or performance of the Equipment and that are readily removable without damage to the Equipment). To the extent permitted by applicable law, Lessee grants Lessor a security interest in any modifications, alterations or additions that Lessee makes to the Equipment. Upon request, Lessor or any party designated by Lessor shall have the right to inspect the Equipment and Lessee's applicable maintenance agreement and records at any reasonable time.

12. **TITLE; PERSONAL PROPERTY; LIENS AND ENCUMBRANCES.** Title to the Equipment shall be and remain with Lessor during the related Lease Term. The Equipment shall at all times remain personal property, notwithstanding that the Equipment, or any part thereof, may be (or become) affixed or attached to real property or any improvements thereon. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances of any nature whatsoever.

13. **Security Agreement; Further Assurances.** Lessor and Lessee intend the transaction described in each Lease to be a true lease, and Lessee authorizes Lessor to file a financing statement to give public notice of Lessor's ownership of the Equipment. If such transaction is deemed by a court of competent jurisdiction to be a lease intended for security, Lessee shall be deemed to have granted to Lessor and its assigns, by the execution of the affected Lease and without any further action on the part of either party, a purchase money security interest constituting a first lien on the Equipment and on all additions, attachments, repairs, replacements and modifications thereto or therefor, including all after-acquired Equipment of Lessee under such Lease, and on any proceeds therefrom. Lessor is hereby authorized to file financing statements in accordance with the Uniform Commercial Code or such other law as it pertains to Lessee's authority to fulfill the provisions of this Section and to protect the rights of Lessor in the Equipment consistent with this Section 13.

14. **Risk of Loss.** As between Lessor and Lessee, unless caused by Lessor, Lessee shall bear the entire risk of loss, theft, destruction or damage to the Equipment or requisition of the Equipment by any governmental entity or the taking of title to the Equipment by eminent domain or otherwise (collectively, Loss). Lessee shall advise Lessor in writing within 10 days of notice of any such Loss. Except as provided below and subject to Section 6 hereof, no such Loss shall relieve Lessee of the obligation to pay Lessor Rental Payments and all other amounts owed under the affected Lease. In the event of any such Loss, Lessor, at its option, may: (a) if the Loss has not materially impaired the Equipment (in Lessor's reasonable judgment), require Lessee, upon Lessor's demand and from Legally Available Funds, to place the Equipment in good condition and repair reasonably satisfactory to Lessor; or (b) if the Loss has materially impaired the Equipment (in Lessor's reasonable judgment), require Lessee, upon Lessor's demand and from Legally Available Funds, to pay Lessor its anticipated return (Lessor's Return). Lessor's Return shall consist of the following amounts: (i) the Rental Payments (and other amounts) then due or overdue under the applicable Schedule; plus (ii) the Stipulated Loss Value (computed as described in the applicable Schedule) of the Equipment; plus (iii) all other amounts then due or overdue under the applicable Schedule, but only to the extent such amounts are not included in the moneys paid to Lessor pursuant to the foregoing clauses (i) and (ii). If Lessee is making such payment with respect to less than all of the Equipment under a Lease, then Lessor will provide Lessee with the pro rata amount of the Lessor's Return to be paid by Lessee with respect to the lost Equipment under the affected Lease. Upon Lessor's full receipt of the Lessor's Return: (x) the applicable Schedule, or portion of the applicable Schedule, shall terminate, and except as provided in Section 28, Lessee shall be relieved of all obligations under the applicable Schedule, or portion of the applicable Schedule; and (y) Lessor shall transfer to Lessee all of Lessor's interest in the applicable Equipment under any the Lease "AS IS, WHERE IS," and without any warranty, express or implied from Lessor, other than the absence of any liens or claims by, through, or under Lessor.

15. **Lessor Disclaimers; Limitation of Remedies. It is specifically understood and agreed that: (a) Lessor shall not be deemed to have made any representation, warranty or promise made by Seller, neither Seller nor Lessor shall act as, or be deemed to be, an agent of the other, and Lessor shall not be bound by, or liable for, any representation or promise made by Seller (even if Lessor is affiliated with Seller); (b) Lessor shall not be liable for any failure of any Equipment or any delay in its delivery or installation, or for any failure by CBTS to fulfill any of its obligations to Lessee under any service agreement; (c) Lessor shall not be liable for any breach of any warranty that Seller may have made; (d) Lessee has selected all Equipment without Lessor's assistance; (e) Lessor is not a manufacturer of any Equipment and is not affiliated with CBTS or the manufacturer; and (f) Lessor has not made and does not now make any representation or warranty, express or implied, with respect to the design, compliance with specifications, operation, or condition of any Equipment (or any part thereof), the merchantability or fitness of Equipment for a particular purpose, or issues regarding patent infringement, title and the like. Unless caused by Lessor's fault or negligence, Lessor shall have no liability to Lessee, Lessee's customers, or any third parties for any direct, indirect, special or consequential damages arising out of this Agreement or any Lease or concerning any Equipment, or for any damages based on strict or absolute tort liability; *provided, however,* that nothing in this Agreement shall deprive Lessee of any rights it may have against any person other than Lessor. Except for violations of Lessee's right of quiet enjoyment, Lessee shall look solely to Seller for any and all claims and warranties relating to the Equipment.** Provided no Event of Default or Non-Appropriation Event then exists under the affected Lease and such enforcement is pursued in Lessee's name, Lessor hereby assigns to Lessee for the Lease Term of such affected Lease the right to enforce any representations, warranties and agreements made by Seller with regard to the affected Equipment and pursuant to the applicable Purchase Document(s), and Lessee may retain any recovery resulting from any such enforcement efforts.

16. **Representations, Warranties and Covenants of Lessee.** Lessee represents, covenants and warrants and, so long as this Agreement is in effect or any part of Lessee's obligations to Lessor under a Lease remain unfulfilled, shall continue to represent, covenant and warrant at all times, that:

(a) Lessee is a State or governmental entity that is duly organized or formed and existing under the constitution and laws of the State in which it is organized, formed or exists (State) and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic.

(b) Lessee has duly authorized the execution and delivery of this Agreement and each Lease entered into by Lessee is pursuant to the terms hereof by proper action of its governing body, if any are required.

(c) All requirements have been met and procedures have occurred in order to insure the validity and enforceability of this Agreement and each Lease entered into by Lessee, and Lessee has complied with all applicable federal, state and local laws and regulations (including public bidding requirements, if any), as may be applicable to the transactions contemplated by this Agreement and each Lease entered into by Lessee.

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

(e) This Agreement and each Lease entered into by Lessee constitute a valid, legal and binding obligation of Lessee enforceable against Lessee in accordance with the respective terms hereof and thereof, except that Lessee makes no representation or warranty as to the enforceability of any security interest granted or purported to be granted pursuant to this Agreement.

(f) The execution, delivery and performance by Lessee of its obligations under this Agreement and each Lease entered into by Lessee will not result in a breach or violation of, nor constitute a default under, any agreement, lease or other instrument to which Lessee is a party or by which Lessee's properties may be bound or affected.

17. **Opinion of Counsel.** Lessor's obligations as to any Lease shall be conditioned upon, among other things, receipt by Lessor of an Opinion of Counsel, in form and substance satisfactory to Lessor, opining as to such matters as Lessor may reasonably require.

18. **Surrender or Extension of Initial Stated Lease Term.** Unless Lessee (a) extends the initial stated Lease Term, (b) purchases the Equipment pursuant to a fair market value purchase option provided in the affected Schedule or (c) acquires the Equipment pursuant to Section 14 hereof, Lessee shall, at its expense, deinstall, inspect and properly pack the Equipment, and return the Equipment at the expiration of the initial stated Lease Term under the affected Lease, free of all liens and rights of others, by delivering such Equipment pursuant to the provisions of Section 21. The Equipment shall be accompanied by an original copy of the relocation inventory or other applicable form completed by the agent performing the deinstallation. Lessee agrees that the Equipment, when returned to Lessor, shall be in the same condition as when delivered to Lessee, reasonable wear and tear excepted, and certified as being eligible for the manufacturer's generally available maintenance contract at then prevailing rates, without Lessor incurring any expense to repair, rehabilitate or certify such Equipment, and Lessee shall be liable for all costs and expenses Lessor incurs to place the Equipment in such condition, which shall be payable solely from Legally Available Funds. If requested by Lessor, Lessee, at its expense, shall store the Equipment on its premises for a reasonable period, not to exceed ten (10) business days during which period the Equipment shall be subject to all of the terms and conditions hereof, except for the obligation to make Rental Payments. In all instances where Lessee is returning the Equipment, Lessee shall provide Lessor with at least sixty (60) days prior written notice thereof and shall return all, but not less than all, the Equipment subject to such Lease to Lessor within ten (10) business days after deinstallation. If Lessee fails to provide the aforementioned notice, or if it timely provides such notice but nevertheless fails to return the Equipment under the affected Lease to Lessor in the time and manner provided above, the initial stated Lease Term under such Lease shall be extended on a month-by-month basis, provided, however, that there shall be no less than sixty (60) days from the receipt of notice of Lessee's intention to return the equipment and the expiration of the Lease Term. If any Lease is extended pursuant to the preceding sentence, Lessee shall continue to pay, but solely from Legally Available Funds, the periodic Rental Payments in effect prior to the expiration of the then existing Lease Term of the applicable Lease (whether it be the initial stated Lease Term or any Renewal Term (Applicable Term)). The Lessee may have additional options with respect to the purchase of the Equipment upon expiration of the Applicable Term, which shall be set forth in the applicable Schedule.

19. **EVENTS OF DEFAULT.** Any of the following shall constitute an Event of Default under a Lease: (a) Lessee fails to pay any Rental Payment or any other amount payable to Lessor under such Lease within 15 days after receipt of notice from Lessor of its delinquency; or (b) Lessee fails to perform or observe any other material covenant, condition or agreement to be performed or observed by Lessee hereunder, and Lessee fails to cure any such breach within 30 days after notice thereof; or (c) any representation or warranty made by Lessee hereunder, or in any other instrument provided to Lessor by Lessee, proves to be incorrect or misleading in any material respect when made; or (d) Lessee makes an assignment for the benefit of creditors, whether voluntary or involuntary; or (e) Lessee applies for or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or a substantial part of its assets or a proceeding under any federal or state bankruptcy, insolvency, moratorium or similar law is filed by Lessee or Lessee takes any action to authorize any of the foregoing matters; or (f) Lessee becomes insolvent or fails generally to pay its debts as they become due or the Equipment is levied against, seized or attached. For the sake of clarity, Lessor acknowledges that non-appropriation of funds for payment of obligations under any Schedule beyond the fiscal year in which such Schedule is originated shall not constitute an Event of Default.

20. **REMEDIES.** If an Event of Default occurs under any Lease (being a "Defaulted Lease"), Lessor may, in its sole discretion, exercise any one or more of the following remedies: (a) terminate, cancel or rescind the Defaulted Lease and all Equipment which is the subject of the Defaulted Lease; or (b) require Lessee to promptly return all such Equipment to Lessor in the manner set forth in Section 21 (and Lessee agrees that it shall so return such Equipment) or, at its option, proceed by applicable process of law to enter upon the premises where such Equipment is located and repossess such Equipment; (c) sell, lease or otherwise dispose of any such Equipment, in whole or in part, in one or more public or private transactions, and if Lessor so disposes of any Equipment, then Lessor shall apply the entire proceeds of such disposition as follows: *first,* to pay costs that Lessor has incurred in connection with exercising its remedies, and *second,* to payment of amounts that are payable by Lessee under clause (d) below; or (d) require Lessee to pay (and Lessee agrees that it shall pay) (i) all amounts then currently due under the Defaulted Lease and (ii) all remaining Rental Payments due under the Defaulted Lease through the end of the fiscal year in which the default occurs, together with interest, if any, on such amounts from the date of Lessor's demand at the highest rate permitted by law; or (e) proceed by court action to enforce performance by Lessee of the Defaulted Lease and/or to recover all damages and expenses incurred by Lessor by reason of any Event of Default; or (f) exercise any other right or remedy available to Lessor at law or in equity. The foregoing remedies are cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

21. **RETURN OF EQUIPMENT.** If Lessor is entitled under the provisions of any Lease, including any termination thereof pursuant to Section 6 or 20 hereof, to obtain possession of any Equipment or if Lessee is obligated at any time to return any Equipment, then Lessee shall, at its sole expense and risk, immediately de-install, disassemble, pack, crate, insure and return the Equipment under each affected Lease to Lessor (all in accordance with applicable industry standards) at any location in the state of Ohio selected by Lessor. Such Equipment shall be in the same condition as when received by Lessee (reasonable wear, tear and depreciation resulting from normal and proper use excepted), shall be in good operating order and maintenance as required by the applicable Lease, shall be free and clear of any liens or other encumbrances (except those created pursuant to this Agreement and the affected Lease) and shall comply with all applicable laws and regulations. Until Equipment is returned as required above, all terms of the applicable Lease shall remain in full force and effect including, without limitation, obligations to pay Rental Payments and to insure the Equipment. Lessee agrees to execute and deliver to Lessor all documents reasonably requested by Lessor to evidence the termination of Lessee's interest in the Equipment under each affected Lease.

22. **LESSOR'S PERFORMANCE OF LESSEE'S OBLIGATIONS.** If Lessee fails to perform any of its obligations under a Lease, Lessor may perform any act or make any payment that Lessor deems reasonably necessary for the maintenance and preservation of the Equipment and Lessor's interests therein; *provided, however,* that the performance of any act or payment by Lessor shall not be deemed a waiver of, or release Lessee from, the obligation at issue. All sums so paid by Lessor, together with expenses incurred by Lessor in connection therewith, shall be paid to Lessor by Lessee immediately upon demand and presentment of an invoice, but solely from Legally Available Funds.

23. **[THIS SECTION INTENTIONALLY LEFT BLANK]**

24. **COUNTERPARTS.** Only one counterpart of each Schedule shall be marked "Original" (Original), and all other counterparts thereof shall be marked as, and shall be, duplicates. To the extent that any Schedule constitutes tangible chattel paper (as such term is defined in the Uniform Commercial Code in effect in any applicable jurisdiction), no ownership or security interest in such Schedule may be created through the transfer or possession of any counterpart other than the Original.

25. **Software.** Lessee and Lessor acknowledge that the Equipment on a Schedule may include certain software (Software) in which Lessor and Lessee have no ownership or other proprietary rights. Where required by the Software owner or manufacturer, Lessee shall enter into a license or other agreement for the use of the Software. Any Software agreement shall be separate and distinct from this Agreement and any Schedule, and Lessor shall not have any rights or obligations thereunder unless otherwise agreed.

26. **Assignment By Lessor.** Lessor may assign its rights, title and interest in and to any Lease or any Equipment and/or may grant or assign a security interest, if permitted by Ohio law, in any Lease and the Equipment thereunder, in whole or in part, to any party at any time and from time to time, without the consent of, but with notice to, Lessee. Any such third party (an Assignee) shall have all of the rights of Lessor under the applicable Lease. LESSEE AGREES NOT TO ASSERT AGAINST ANY ASSIGNEE ANY CLAIMS, ABATEMENTS, SETOFFS, COUNTERCLAIMS, RECOUPMENT OR ANY OTHER SIMILAR DEFENSES WHICH LESSEE MAY HAVE AGAINST LESSOR. Unless otherwise agreed by Lessee in writing, any such assignment transaction shall not release Lessor from any of Lessor's obligations under the applicable Lease. An assignment or reassignment of any of Lessor's right, title or interest in a Lease or its Equipment shall be enforceable against Lessee only after Lessee receives a written notice of assignment that discloses the name and address of each such Assignee. Lessee agrees to acknowledge in writing any such assignments if so requested, which acknowledgment shall be in substantially the form attached as Exhibit C to this Agreement, or such other form as may reasonably be requested by Lessor.

27. **No Assignment or Other Disposition By Lessee.** Lessee shall not sell, assign, transfer, pledge, hypothecate or grant any lien, security interest or other encumbrance on, nor otherwise sublease or dispose of, any Lease or any Equipment or any interest in any Lease or Equipment.

28. **Survival; Quiet Enjoyment.** All representations, warranties and covenants made by Lessee and Lessor under this Agreement and any Lease shall survive the termination of this Agreement, but solely for the purpose of enforcing any obligations of Lessee which arose during the term of the Lease (including, without limitation, Taxes which accrued during the term of the Lease but which are not assessed until after its termination) or otherwise relating to the return or condition upon return of the Equipment. All of Lessor's and Lessee's respective rights, privileges, and indemnities, to the extent they are fairly attributable to events or conditions occurring or existing on or prior to the termination of this Agreement or the affected Lease, shall survive such termination and be enforceable by Lessor or Lessee, as applicable, and any successors and assigns. So long as no Event of Default or Non-Appropriation Event exists, and no event has occurred and is continuing that with notice or the lapse of time or both would constitute an Event of Default or Non-Appropriation Event, neither Lessor nor any Assignee will interfere with Lessee's quiet enjoyment of the Equipment under the affected Lease.

29. **Fees; Further Assurances; Notices.** Lessee shall promptly execute and deliver to Lessor any reasonable documents and take such further action as Lessor may from time to time reasonably request in order to carry out the intent and purpose of this Agreement and to protect the rights and remedies of Lessor created or intended to be created as a Lease hereunder. All notices under this Agreement and each Lease shall be sent to the respective party at its address set forth on the front page of this Agreement or on the applicable Schedule or at such other address as the parties may provide to each other in writing from time to time. Any such notices shall be deemed to have been received five (5) days subsequent to mailing if sent by regular or certified mail, or on the next business day if sent by overnight courier, or on the day of delivery if delivered personally.

30. **Time is of the Essence; Successors. Time is of the essence with respect to the obligations of Lessee under each Lease.** This Agreement and each Lease inure to the benefit of and are binding upon the permitted successors or assigns of Lessor and Lessee.

31. **No Waiver; Lessor Approval.** Any failure of Lessor to require strict performance by Lessee, or any written waiver by Lessor of any provision hereof, shall not constitute consent or waiver of any other breach of the same or any other provision hereof. Neither this Agreement nor any Schedule or Lease shall be binding upon Lessor unless and until executed by Lessor.

32. **Captions; Facsimile Signatures.** The captions contained in this Agreement are for convenience only and shall not affect the interpretation of this Agreement. Facsimile signatures shall be considered to be genuine for all purposes, including in connection with any action for the enforcement of this Agreement and any Lease. Lessee hereby agrees and acknowledges that (a) in any hearing, trial or proceeding of any nature with respect to any Lease, either party may produce a facsimile copy of this document rather than the original copy thereof and that such facsimile copy shall be deemed to be the original, and (b) it has received and reviewed all of the pages of any Lease and that none of its provisions are missing or illegible.

33. **Governing Law; Integration; Entire Agreement.** This Agreement and each Lease shall be governed by the laws of the State of Ohio. If any provision of this Agreement or a Lease shall be prohibited by or invalid under that law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement or such Lease. Each Lease and other documents or instruments executed by Lessee and Lessor in connection therewith constitute the entire agreement between the parties with respect to the lease of the Equipment covered thereby, supersede all prior agreements relating thereto, and shall not be modified, amended, altered or changed except with the written consent of Lessee and Lessor.

34. **OBM Certification.** This Agreement is subject to Section 126.07 of the Code, which provides, in part, that orders under this Agreement will not be valid or enforceable until the Director of the Office of Budget and Management ("OBM") certifies that there are proper funds available to pay the obligation. Lessor's receipt of a purchase order from Lessee acknowledging the payment obligations under a Lease shall be conclusive evidence of approval by the Director of the OBM of compliance with Section 126.07.

35. **Force Majeure.** Except as to the Lessee's obligations to make Rental Payments and Lessee's risk of loss pursuant to Section 14 (but subject to the notice requirements of Section 5(B)), neither party shall be liable for its reasonable delay in the performance of any of its obligations under this Agreement due to causes beyond their control, including, but not limited to fire, flood, inevitable accidents, war embargoes, blockages, legal restrictions, riots or insurrections.

36. **Title.** Title to each item of Equipment will remain with Lessor or its affiliates, and Lessee will have no interest in the Equipment other than as expressly given in this Agreement.

37. **Termination for Convenience.** Either party, on thirty (30) days' notice to the other party, may terminate this Agreement for its convenience. A termination for convenience will not affect any Lease then in effect, which shall remain enforceable pursuant to its respective terms (including the rights of Lessee under Section 6), but no further Schedules may be entered into under this Agreement subsequent to the effective date of such termination.

38. **Contractor's Warranty Against an Unresolved Finding for Recovery.** Lessor warrants that Lessor is not subject to an unresolved finding for recovery to the State under Section 9.24 of the Code. If the warranty is false on the date that a Lease is signed, Lessor shall have thirty (30) calendar days after notice of such fact to resolve any such finding. If the finding for recovery remains unresolved at the end of such period, then the Lease as to which such warranty was made is voidable, at the option of the Lessee, within thirty (30) calendar days thereafter. Lessee's option to void a Lease under this Section shall only apply to the Lease as to which such warranty was specifically made.

39. **Equal Employment Opportunity.** Lessor will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including Section 125.111 of the Code and all related Executive Orders. Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the Department of Administrative Services Equal Opportunity Division to comply with the affirmative action requirements.

[the remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as set forth below.

State of Ohio,
through its Department of Administrative Services
(Lessee)

By: _____
(Lessee Authorized Signature)

Name: _____

Title: _____

Date: _____

CBTS Financial Services,
a dba of Technology Investment Partners, L.L.C.

(Lessor)

By: _____
(Lessor Authorized Signature)

Name: Scott M. Grady

Title: President

Date: January 8, 2013

Exhibit A – Form of Schedule

CBTS FinancialServices

SCHEDULE NO. ___
TO MASTER EQUIPMENT LEASE AGREEMENT

LESSEE:	**LESSOR:**	**CBTS Financial Services, a dba of Technology Investment Partners, L.L.C.**
Street Address:	**Street Address:**	40950 Woodward Avenue, Suite 201
City/State/Zip:	**City/State/Zip:**	Bloomfield Hills, MI 48304

SCHEDULE NO. ____, DATED AS OF _____, 20__, WHICH INCORPORATES BY REFERENCE MASTER EQUIPMENT LEASE AGREEMENT DATED _____, 201_ (*"Agreement"*) BETWEEN LESSOR AND LESSEE. Capitalized terms used in this Schedule that are not otherwise defined herein shall have the meanings ascribed to them in the Agreement. The terms and conditions of this Schedule shall prevail over any conflicting or inconsistent terms and conditions in the Agreement and/or any amendments thereto entered into prior to the execution of this Schedule.

The Equipment consists of the following, including all component parts, additions, accessions, and replacements:

Qty.	Mfr.	Equipment Type	Model/ Feature	Description	Serial Number	Stipulated Loss Value Amount	Rental Payment
						$	$

Equipment Location:

End of Lease Option: Lessee has a "fair market value" purchase option with respect to the Equipment. THE TERMS AND CONDITIONS OF THE FOREGOING PURCHASE OPTION AND OTHER IMPORTANT PROVISIONS ARE SET FORTH ON THE ATTACHED PAGES TO THIS SCHEDULE.

Special Terms:

Lease Term: The initial stated Lease Term commences on the "Commencement Date" set forth on the Commencement Certificate with respect to that leased item (the *"Commencement Date"*) and continues for _____ months after the First Rental Payment Due Date, as defined below.

First Rental Payment Due Date: The First Rental Payment Due Date shall be the first day of the month immediately following the month in which the Commencement Date occurs.

Subsequent Rental Payment Due Date: The first day of each month.

Rental Payment: _____

The First Rental Payment shall consist of the sum of the following: one (1) Rental Payment and Documentation Fee (if any, to the extent not previously paid); an amount equal to 1/30th of the Rental Payment multiplied by the number of days from and including the Commencement Date to, but excluding, the First Rental Payment Due Date.

THIS SCHEDULE SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE AGREEMENT REFERENCED ABOVE (AGREEMENT) BY AND BETWEEN LESSEE AND LESSOR, AND THE TERMS AND CONDITIONS SET FORTH HEREIN. THE TERMS AND CONDITIONS OF THIS SCHEDULE MAY BE DIFFERENT FROM THE TERMS AND CONDITIONS OF OTHER SCHEDULES UNDER THE AGREEMENT.

THIS SCHEDULE, THE AGREEMENT REFERENCED ABOVE, AND THE COMMENCEMENT CERTIFICATE EXECUTED BY BOTH LESSOR AND LESSEE CONSTITUTE THE ENTIRE AGREEMENT BETWEEN LESSOR AND LESSEE RELATING TO THE LEASING OF THE ABOVE REFERENCED EQUIPMENT AND SUPERSEDE ALL PRIOR AGREEMENTS RELATING THERETO, WHETHER WRITTEN OR ORAL, AND MAY NOT BE AMENDED OR MODIFIED EXCEPT IN A WRITING SIGNED BY THE PARTIES HERETO.

_____
Lessee

By: _____
(Lessee Authorized Signature)

_____
(Type/Print Name and Title)

CBTS FINANCIAL SERVICES,
a dba of Technology Investment Partners, L.L.C.,
Lessor

By: _____
(Lessor Authorized Signature)

_____
(Type/Print Name and Title)

NO SECURITY INTEREST MAY BE PERFECTED IN THIS LEASE EXCEPT BY THE POSSESSION OF THE COUNTERPART LABELED "ORIGINAL"

SAMPLE

1. FAIR MARKET VALUE PURCHASE OPTION.

(a) Lessee has selected a Fair Market Value Purchase Option. During the Lease Term of this Lease, legal title to and ownership of all Equipment and any and all repairs, replacements, substitutions and modifications thereto shall be in Lessor, subject to Lessee's option to purchase the Equipment as described herein at its Fair Market Value. Lessee shall have no right to sell or otherwise dispose of any part of the Equipment during the Lease Term.

(b) If no Event of Default or Non-Appropriation Event exists, no event has occurred and is continuing which with notice or the lapse of time, or both, would constitute an Event of Default or Non-Appropriation Event, and Lessee delivers to Lessor an irrevocable written election notice at least sixty (60) days prior to the expiration of the Lease Term, Lessee shall have the option to purchase all (but not less than all) of the Equipment at the end of the applicable Lease Term at Fair Market Value (as defined below).

(c) If Lessee elects to purchase the Equipment, it shall pay Lessor the Fair Market Value amount prior to the expiration of the applicable Lease Term, and Lessee shall make all other payments required hereunder during the remaining Lease Term.

(d) Fair Market Value for the Equipment shall be determined by agreement of Lessor and Lessee or, at Lessee's sole expense, by an independent appraiser selected by Lessor. Fair Market Value means the total price that would be paid for the Equipment in an arm's length transaction between an informed and willing buyer (other than a used equipment dealer) under no compulsion to buy and an informed and willing seller under no compulsion to sell. In determining Fair Market Value, the costs of removing the Equipment from the Equipment Location and moving it to a new location shall not be deducted from its value.

(e) If Lessee elects to purchase the Equipment, and has completely fulfilled the terms and conditions of the Agreement and this Schedule, then on the last day of the applicable Lease Term: (i) this Schedule shall terminate and, except as provided in the Agreement, Lessee shall be relieved of all obligations under this Schedule; and (ii) Lessee shall be entitled to Lessor's interest in the Equipment "AS IS, WHERE IS," and without any warranty, express or implied from Lessor, other than the absence of any liens by, through or under Lessor.

2. STIPULATED LOSS VALUE. For purposes of this Schedule, the Stipulated Loss Value of the Equipment shall be determined by multiplying the applicable Stipulated Loss Value Percentage (as specified in the Stipulated Loss Value Table attached hereto as Annex A) as of the due date of the last Rental Payment due immediately prior to the date of the Loss or the Event of Default, as applicable, by the Stipulated Loss Value Amount set forth on the first page of this Schedule.

3. ESSENTIAL USE; CURRENT INTENT OF LESSEE. Lessee represents that (a) the use of the Equipment is essential to Lessee's proper, efficient and economic functioning or to the services that Lessee provides to its citizens, (b) the Equipment will be used by Lessee only for the purpose of performing its governmental or proprietary functions consistent with the permissible scope of its authority and will not be used in a trade or business of any person or entity, and (c) the useful life of the Equipment is not less than the stated full Lease Term of this Lease. Lessee has determined that a present need exists for the Equipment which need is not temporary or expected to diminish in the near future. Lessee currently intends for the full Lease Term: to use the Equipment; to continue this Lease; and to make Rent Payments so long as funds are appropriated by its governing body for the succeeding fiscal year.

Lessee Initials _____ Lessor Initials _____

ANNEX A TO SCHEDULE NO. ____

TO SCHEDULE NO. __
UNDER MASTER EQUIPMENT LEASE AGREEMENT
DATED _____, 201_

MONTH	PERCENTAGE	MONTH	PERCENTAGE
1	110.00%	31	65.00%
2	108.50%	32	63.50%
3	107.00%	33	62.00%
4	105.50%	34	60.50%
5	104.00%	35	59.00%
6	102.50%	36	57.50%
7	101.00%	37	56.00%
8	99.50%	38	54.50%
9	98.00%	39	53.00%
10	96.50%	40	51.50%
11	95.00%	41	50.00%
12	93.50%	42	48.50%
13	92.00%	43	47.00%
14	90.50%	44	45.50%
15	89.00%	45	44.00%
16	87.50%	46	42.50%
17	86.00%	47	41.00%
18	84.50%	48	39.50%
19	83.00%	49	38.00%
20	81.50%	50	36.50%
21	80.00%	51	35.00%
22	78.50%	52	33.50%
23	77.00%	53	32.00%
24	75.50%	54	30.50%
25	74.00%	55	29.00%
26	72.50%	56	27.50%
27	71.00%	57	26.00%
28	69.50%	58	24.50%
29	68.00%	59	23.00%
30	66.50%	60	21.50%
		thereafter until the Equipment is surrendered to Lessor	21.50%

Lessee Initial _____ Lessor Initial _____

EXHIBIT B – FORM OF COMMENCEMENT CERTIFICATE

COMMENCEMENT CERTIFICATE

LESSEE:	**LESSOR: CBTS Financial Services, a dba of Technology Investment Partners, L.L.C.**
Street Address:	**Street Address:** 40950 Woodward Avenue, Suite 201
City/State/Zip:	**City/State/Zip:** Bloomfield Hills, MI 48304

SCHEDULE NO. ___ (THE "SCHEDULE") WHICH INCORPORATES BY REFERENCE MASTER EQUIPMENT LEASE AGREEMENT DATED _____, 20__ (collectively, the *"Agreement"*) BETWEEN LESSOR AND LESSEE.

Capitalized terms used herein, which are not otherwise defined herein, shall have the meanings ascribed to them in the Agreement.

In accordance with the terms and provisions of the Agreement and the Schedule, the Lessee hereby certifies and states that:

(a) all Equipment listed in the Schedule, as amended through the date hereof (Equipment), has been delivered and fully installed;
(b) Lessee has inspected the Equipment, and all testing as it deems necessary has been performed by Lessee, the manufacturer or Seller;
(c) Lessee accepts the Equipment for all purposes of the Agreement, the Purchase Documents and all related documents;
(d) on the date hereof, or five (5) days after delivery if delay in installation has been caused by Lessee, the Equipment has become for the first time operational and available to be placed in service for its specifically assigned function;
(e) any insurance policies required by Section 8 of the Agreement have been obtained and are in full force and effect;
(f) the Equipment is located at the Equipment Location specified in the Schedule (and such location is also set forth below);
(g) Lessee represents that (a) the use of the Equipment is essential to Lessee's proper, efficient and economic functioning or to the services that the Lessee provides to its citizens, (b) the Equipment will be used by Lessee only for the purpose of performing its governmental function consistent with the permissible scope of the Lessee's authority and will not be used in a trade or business of any person or entity; and (c) the useful life of the Equipment is not less than the stated full Lease Term of the Lease. Lessee has determined that a present need exists for the Equipment which need is not temporary or expected to diminish in the near future; Lessee currently intends for the full Lease Term: to use the Equipment; to continue this Lease; and to make Rent Payments so long as funds are appropriated by its governing body for the succeeding fiscal year.

and

(h) Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement are true and correct as though made on the date of execution of this Commencement Certificate.

Lessee further acknowledges that it is obligated to pay interim rent on the items of Equipment described below beginning on the Commencement Date specified below, pursuant to the terms of the Agreement, and authorizes Lessor to pay the Seller(s) for such Equipment. Lessee acknowledges that Lessor is paying the Seller(s) in reliance on Lessee's acceptance of the Equipment set forth in this Commencement Certificate.

Equipment subject to this Commencement Certificate: (Describe equipment or reference attachment)

Address for Billing (if different from above):

Equipment Location:

Commencement Date: _____, 20__

_____
Lessee

By: _____
(Lessee Authorized Signature)

SAMPLE

_____

(Type/Print Name and Title)

SAMPLE

EXHIBIT C – FORM OF NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT

Notice and Acknowledgement

This Notice and Acknowledgement is made among _____ ("Lender"), CBTS Financial Services, a dba of Technology Investment Partners, L.L.C. ("Lessor"), and _____ ("Lessee") concerning Schedule No. 00_ (the "Schedule") to that certain Master Equipment Lease Agreement dated as of _____, 20__ (the "Master Agreement") between Lessor and Lessee (the Schedule together with the terms and conditions of the Master Agreement incorporated therein is individually referred to herein as the "Lease" and collectively the "Leases").

NOTICE

Lessor hereby notifies and directs Lessee that:

A. Pursuant to a [Loan] Agreement dated _____, 20__ , between the Lender and Lessor (the "Loan Agreement"), Lessor has assigned or will assign to Lender all of its rights, but none of its obligations, under the Lease, commencing with the payments due respectively thereunder on _____, 20__ (the "Rent Assignment Date"). All rent due prior to the Rent Assignment Date shall remain payable to Lessor.

B. Until further notice to the contrary from Lender to Lessee, all lease rentals and other payments which may become payable under the Lease for any reason which become due under the Lease on and after the Rent Assignment Date ("Monies") shall be paid by the date due directly by Lessee to Lender at the following address:

_____
_____
_____

ACKNOWLEDGEMENT

Lessee acknowledges and represents to Lender that:

(i) the initial term of the Lease, the Lease commencement date and ending date, the regular quarterly Rental Payment, and the remaining Lease term is set forth on Attachment 1 hereto;

(ii) the regular quarterly Rental Payment is $_____, exclusive of applicable taxes, if any, due and payable on the first day of each quarter during the term, beginning with the payment due on the Rent Assignment Date;

(iii) Lessee's obligation to make the payments specified in item (ii) above and Attachment 1 hereto and the rights of Lender in and to such amounts, shall be absolute and unconditional and not subject to any abatement, reduction, set-off, defense, counterclaim or recoupment whatsoever;

(iv) each Lease is the sole agreement between Lessor and Lessee with respect to the equipment leased respectively thereunder (the "Equipment"), and there are no additional agreements between Lessee and Lessor relating to the Equipment;

(v) each Lease is in full force and effect and Lessee is not aware of any defaults under any Lease on the part of either Lessor or Lessee;

(vi) the Equipment subject to each Lease has been fully installed and accepted by Lessee;

(vii) the Lessee has executed one counterpart of each Lease and all counterparts executed by the Lessee other than the counterpart labeled Original contain a legend that they are duplicate originals;

(viii) the Equipment currently is in its possession and control at the location specified in each Schedule;

(ix) there are no judgments, suits or proceedings, pending or threatened, against Lessee which would adversely affect its ability to make payments under the Leases;

(x) it is not aware of any claim of any kind or nature in or to any or all Leases, the rents provided respectively thereunder, or the Equipment or of any lien thereon other than the interests therein of the Lessee and Lessor under each Lease, the rights of Lender under the Loan Agreement and the purchase money security interest, if any, of the manufacturer or other Seller of the Equipment;

(xi) it consents to the assignment herein by Lessor and will remit and deliver all Monies directly to Lender at the address set forth above until otherwise notified by Lender to redirect Monies elsewhere;

(xii) it will deliver copies of all notices and other communications relating to any default or alleged default under any Lease, to any sublease or relocation of the Equipment, or to any other matter which could have a materially adverse effect on Lender's interest in the Equipment or a Lease, to Lender at the following address: _____; and

SAMPLE

(xiii) it will not enter into any agreement amending, modifying or terminating the Lease without the prior written consent of Lender, and any such attempted agreement shall be void.

FURTHER AGREEMENTS

Lessee, Lessor and Lender hereby agree that in lieu of any covenant of quiet enjoyment given by or on behalf of Lender in each Lease, Lender hereby covenants that so long as Lessee is not in default of any provision of the Lease and has not breached any of the terms of this Notice and Acknowledgement, Lender will not disturb Lessee's quiet and peaceful possession of the Equipment or its unrestricted use thereof for its intended purpose.

Lessee further acknowledges that (a) Lender has not assumed any duties of Lessor under any Lease or the Master Agreement, and (b) Lenderhas made no representations or warranties (other than quiet enjoyment as previously stated herein) whatsoever as to the Master Agreement, the Leases or any of the Equipment thereunder. Lessee understands that this Notice and Acknowledgement is being used as an inducement for Lender to enter into a loan secured by the Leases.

Lessee hereby waives any right it may have to revoke its acceptance of the Equipment under any Lease for any reason whatsoever. Lessee further hereby waives any rights it might have to suspend performance of any of its obligations under any Lease with respect to the Equipment accepted under that Lease. Lessee hereby represents and warrants that:

(i) its full and correct legal name is _____;
(ii) Lessee's federal tax identification number is _____;

Lessee hereby agrees that it shall promptly notify Lessor if Lessee changes its name.

Lessee hereby authorizes Lessor to file UCC financing statements in recordable form on its behalf with respect to the Equipment. It is the intention of the parties that the lease constitutes a true lease. In the event that any Lease is not held to be a true lease, Lessee hereby grants to Lessor, to the extent permitted by applicable law, a lien on and security interest in the Equipment subject to that Lease and all proceeds thereof to secure the payment and performance of Lessee's obligations to Lessor under that Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Notice and Acknowledgement to be executed by their duly authorized officers as of the date first above written.

(LESSOR)
CBTS Financial Services
a dba of Technology Investment Partners, L.L.C.

By:_____

Its:_____

(LENDER)
_____

By:_____

Its:_____

(LESSEE)
_____

By:_____

Its:_____

SAMPLE

ATTACHMENT 1
TO NOTICE AND ACKNOWLEDGEMENT

Schedule No.	Initial Term	Lease Commencement Date	Lease Ending Date	Remaining Term as of _____	[Monthly/Quarterly] Rental Payment
00_					

SAMPLE