

EXHIBIT A TERM LEASE SCHEDULE

Date Prepared: _____
 Customer No.: _____
 Customer Address: _____
 Installed at Location: _____
 Location Address: _____
 Customer Reference: _____

Schedule No.:

Term Lease Master Agreement No.:

Line No.	Location/Lessor Customer No.	Installed State	Type Model/Feature Description	Order No.	Serial No.	(*) Option	(*) Purchase Option	(*) Term	Unit Purchase Price/ Amount Financed	Rate	Rent	Estimated Commencement / Release Date
Supplier Name		Supplier Customer No.					Total Amount Financed (this page)			(*) Interim Rent Applies	Total Rent (this page)	Payment Period
							Total Amount Financed (all pages)			Total Rent (all pages)	Payment Commencement Date	

(*) See Additional Terms and Conditions page. (**) First of the month following the Date of Installation.
 Convenient Pay Authorization is required.
RATE VALIDITY DATE:

THE MASTER LEASE AGREEMENT (THE "AGREEMENT") REFERENCED ABOVE, IS HEREBY INCORPORATED BY REFERENCE AND LESSEE HEREUNDER SHALL BE BOUND TO THE TERMS AND CONDITIONS OF THE AGREEMENT AS LESSEE. THE AGREEMENT, THIS SCHEDULE AND ANY APPLICABLE ATTACHMENTS OR ADDENDA ARE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREIN. THESE DOCUMENTS SUPERSEDE ANY PRIOR ORAL OR WRITTEN COMMUNICATIONS BETWEEN THE PARTIES. BY SIGNING BELOW, LESSEE REPRESENTS AND WARRANTS THAT LESSEE'S NAME AS SET FORTH IN THE SIGNATURE BLOCK BELOW IS LESSEE'S EXACT LEGAL NAME. BY SIGNING BELOW, BOTH PARTIES AGREE TO THE TERMS REPRESENTED BY THIS SCHEDULE AS IT MAY BE AMENDED OR MODIFIED. IF AGREED TO IN WRITING BY LESSEE, LESSEE AUTHORIZES LESSOR TO CHANGE THE AMOUNT FINANCED AND/OR THE RENT. _____ IF INDICATED HERE, THE FOLLOWING ATTACHMENTS SHALL APPLY TO AND BE INCORPORATED BY REFERENCE:

Accepted By:

Accepted By:

For or as Lessor:

Lessee

By: _____
Authorized Signature

By: _____
Authorized Signature

Name (Type or Print) Date

Name (Type or Print) Date

EXHIBIT A TERM LEASE SCHEDULE

OPTION CODES

A	Lease with fair market value end-of-lease options and Lessor is owner for tax purposes	F	Lease for used Equipment supplied by Lessor
B	Lease with fair market value end-of-lease options	G	Lease for used Equipment supplied by Lessor for tax exempt Lessees
C	Lease with \$1.00 end-of-lease purchase option and Lessor assumes Lessee is owner for tax purposes	H	Maintenance
D	Lease with fair market value end-of-lease options for tax exempt Lessees	I	Software
E	Lease with \$1.00 end-of-lease purchase option for tax exempt Lessees		

TERM

Number: Indicates number of months of the Lease Term

CO: Coterminous Lease. Term of this Equipment and associated item of Equipment expire simultaneously.

PURCHASE OPTIONS (END OF LEASE ONLY)

FM	Fair market sales value at end-of-Lease	NA	Not Applicable
CL	Contact Lessor for purchase price	\$1	Purchase price is one dollar (\$1.00)
Number	Prestated purchase percent. Purchase price will be the Unit Purchase Price times this %.		

INTEREST RATES. The Interest Rate, if stated, is the annual percentage rate ("APR") which shall not exceed the lesser of the APR set forth on the front of this SCHEDULE or the rate permitted per the Agreement.

RATE PROTECTION. The Rates stated on the Schedule are not subject to change if the Schedule is signed and returned to Lessor by the rate validity date indicated on the face of the Schedule and Equipment is either (i), supplied by Lessor and installed by the last day of the month of the Estimated Commencement Date or (ii) not supplied by Lessor and a certificate of acceptance ("COA ") is signed by Lessee with a Rent Commencement Date on or prior to the last day of the month of the Estimated Commencement Date stated on the Schedule and such COA is accepted by Lessor. In no case shall the rate be higher than per allowed in the Agreement.

RENT COMMENCEMENT DATE. Notwithstanding anything to the contrary in the Agreement, the Rent Commencement Date for (i) personal computing equipment, including personal computer-based servers, shall be the date supplied by Lessor on the COA or (ii) for Equipment supplied by Lessor, shall be the earlier of the date of installation or seven (7) days after the Release Date or as specified in the Schedule.

SCHEDULE OPTIONS. When indicated on the face of the Schedule, the following terms and conditions shall apply to transactions indicated in this Schedule.

INTERIM RENT. The Payment Commencement Date shall be the first day of the first full Payment Period following the date that would otherwise constitute the "Rent Commencement Date" per the Agreement and Lessee will pay interim Rent from such date to the Payment Commencement Date. Such interim Rents shall be prorated based on the number of days in the Payment Period.

* **PAYMENT IN ADVANCE.** Rent will be due on the first day of each Payment Period and (except for the invoice for the first Payment Period) will be invoiced one month before its due date. The invoice for any initial partial Payment Period and the first full Payment Period will be issued on the first day of the first full Payment Period following the date of installation. As an accommodation to Lessee, and not as a precondition to payment of same, Lessor shall invoice Lessee for Rent and other sums due at least 30 days in advance.

* **PAYMENT IN ARREARS.** Rent will be invoiced in advance as of the first day of each Payment Period and will be due on the day following the last day of the Payment Period.

TAX EXEMPT REQUIREMENTS. Lessee represents that Lessee qualifies as a State or political subdivision of a State for purposes of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code").

TRANSFER OF OBLIGATIONS. The parties agree that any transaction initiated under this Agreement shall be binding upon their successors and permitted assigns.

UPDATED March 2018

**EXHIBIT A
TERM LEASE SCHEDULE**

UPDATED March 2018

EXHIBIT A
TERM LEASE SCHEDULE
Addendum A

Item 1: Stipulated Loss Value Table

Lessee is responsible for any risk of loss, theft or damage to the Equipment ("Casualty Loss") from the date Equipment is delivered to Lessee location to the date it is received by Lessor at Lessor's return location. Lessee shall, at Lessee's expense, shall (a) keep in effect an all risk insurance policy covering the Equipment listed on the Schedule and Lessor shall be named as additional insured and loss payee on such policy or (b) self-insure such Equipment against Casualty Loss pursuant to a generally maintained program of self-insurance. Lessee shall provide Lessor, upon request, evidence of such policy or program of self-insurance. Lessee will promptly notify Lessor of any Casualty Loss. If Lessor determines the Equipment can be economically repaired, such repair costs not to exceed the Stipulated Loss Amounts defined below, Lessee will have it repaired and will continue to pay Rent to Lessor. If Lessor determines the Equipment is not economically repairable, on the next Rent due date the Lessee shall pay Lessor any accrued and unpaid Rent to the date of loss plus a Stipulated Loss Amount which shall be calculated by multiplying the Unit Purchase Price specified on the Schedule by the Stipulated Loss Percent specified in the table below:

<u>Machine Model/Type</u>	<u>Rent Commencement Anniversary (Months)</u>	<u>Stipulated Loss Percent</u>
VVV3	Rent Commencement Date	VVV2
	VVV1	VVV2
	VVV1 (End of Lease)	VVV2

If the Casualty Loss occurs between two anniversaries, the Stipulated Loss Amount shall be the prorated amount (in equal monthly steps corresponding to the date of loss) between the Stipulated Loss Amounts described above for such anniversaries. Lessor shall be reasonable in its determination that an item or items cannot be economically repaired. Upon receipt of all amounts due under this paragraph, Lessor shall transfer to Lessee, all of Lessor's right, title and interest in and to such Equipment in an 'As Is, Where Is' basis. Upon Lessor's receipt of payment the Lease for that item shall terminate. No provision of this clause allows Lessee to make any claim of title to the Equipment prior to Lessee exercising an option to purchase.

EXHIBIT B ACCEPTANCE

Lessee Name: _____
 Lessee Address: _____

 Email: _____
 Tel. No.: _____
 Fax No.: _____
 Attn: _____
 Customer Reference: _____

Agreement Number: _____

 Email: _____
 Tel. No.: _____
 Fax No.: _____
 Attn: _____

Location Customer	Accepted Item Type	Model	Contract Serial No. Description	Manufacturer's Serial No. (if applicable)

Supplier Invoice Information (Invoices are Attached)

	Invoice Number	Invoice Date	Invoice Amount
1.			
2.			
3.			
4.			
5.			
TOTAL			

**EXHIBIT B
ACCEPTANCE**

The undersigned ("Lessee") is a customer under the agreement referenced above ("Agreement") with Lessor. Subject to Lessee's right of rejection described below, Lessee represents and certifies that Lessee has accepted the items listed above or itemized on an attachment ("Accepted Item(s)") to this Certificate of Acceptance ("COA") on the date indicated below. Without liability to Lessor, Lessee has 15 days following signing this COA to reject the equipment if the equipment is inoperable, malfunctions, or otherwise does not operate as represented. Once the 15 day period expires, Lessee authorizes Lessor to pay Lessee's supplier for the Accepted Item(s). Amounts due under the Agreement shall commence upon the date Lessee indicates below – which must not be less than the 15 days following signing this COA – unless Lessee has otherwise noted on the Schedule.

In order for this COA to be effective, we must be provided with the serial numbers, if applicable, for each Accepted Item. Lessee authorizes Lessor to complete or update any item identification information on the referenced Agreement or Schedule to the Agreement for any accepted item without Lessee's further action or consent.

By signing below Lessee represents and warrants that Lessee's name as set forth in the signature block below is Lessee's exact legal name and the information identifying Lessee's state of organization is true, accurate and complete in all respects.

Accepted By: _____
Lessee

By: _____
Authorized Signature

Name (Type or Print)

Date Lessee accepts item(s) listed above. Must be filled in by Lessee. Rent Commencement Date for Accepted Item(s):

Date:

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EXHIBIT C OPINION OF COUNSEL

Ladies and Gentlemen:

I have acted as special counsel to STATE OF MONTANA - SITSD ("Lessee"), in connection with the Lease/Purchase Master Agreement No. _____ (the "Master Agreement"), between STATE OF MONTANA – [AGENCY NAME], as lessee, and _____, as lessor ("Lessor"), and the execution of Lease/Purchase Supplement No. _____ (the "Lease/Purchase Supplement") pursuant to the Master Agreement. I have examined the law and such certified proceedings and other papers as I deem necessary to render this opinion.

All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement and Lease/Purchase Supplement.

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

Based upon the foregoing, I am of the opinion that, under existing law:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.
2. Lessee has all requisite power and authority to enter into the Master Agreement and the Lease/Purchase Supplement and to perform its obligations thereunder.
3. The execution, delivery and performance of the Master Agreement and the Lease/Purchase Supplement by Lessee has been duly authorized by all necessary action on the part of Lessee.
4. All proceedings of Lessee and its governing body relating to the authorization and approval of the Master Agreement and the Lease/Purchase Supplement, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.
5. Lessee has acquired or has arranged for the acquisition of the Property subject to the Lease/Purchase Supplement, and has entered into the Master Agreement and the Lease/Purchase Supplement, in compliance with all applicable public bidding laws.
6. Lessee has obtained all consents and approvals of other governmental authorities or agencies which may be required for the execution, delivery and performance by Lessee of the Master Agreement and the Lease/Purchase Supplement.
7. The Master Agreement and the Lease/Purchase Supplement have been duly executed and delivered by Lessee and constitute legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as the Lessee, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.
8. As of the date hereof, based on such inquiry and investigation as I have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Lease/Purchase Supplement or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Lease/Purchase Supplement, or the validity of the Master Agreement or the Lease/Purchase Supplement, or the payment of principal of or interest on, the Lease/Purchase Supplement; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Lease/Purchase Supplement; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Lease/Purchase Supplement.

UPDATED March 2018

EXHIBIT C
OPINION OF COUNSEL

9. The Lessee is a State within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder and the portion of payments identified as the interest component of the rents (as set forth in the payment schedule attached to the Lease/Purchase Supplement) will not be includable in Federal gross income of the recipient under the statutes, regulations, court decisions and rulings existing on the date hereof and consequently will be exempt from Federal income taxes.

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

Very truly yours,

By: _____

Dated: _____