

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

REQUIREMENTS CONTRACT: FLEET MASTER LEASE LESSOR

CONTRACT No.: OT905810

EFFECTIVE DATES: 01/14/10 to 06/30/12

The Department of Administrative Services has agreed to participate in a multi-state contract. The state of Missouri is the lead state and their Master Price Agreement number is C209084001. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including the [Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions](#), special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to all State Agencies, State institutions of higher education and properly registered members of the Cooperative Purchasing Program of the Department of Administrative Services, as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of supplies and/or services as advertised in the Invitation to Bid.

SPECIAL NOTE: State agencies may make purchases under this Requirements Contract up to \$2500.00 using the state of Ohio payment card. Any purchase that exceeds \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

Questions regarding this and/or the Requirements Contract may be directed to:

Gayle Blankenship, CPPB
Gayle.Blankenship@das.state.oh.us

This Requirements Contract and any Amendments thereto are available from the DAS Web site at the following address:



<http://www.ohio.gov/procure>

Signed: _____
Hugh Quill, Director Date

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STATE OF OHIO
PARTICIPATING ADDENDUM
FOR
FLEET MASTER LEASE LESSOR

MASTER PRICE AGREEMENT
AS ISSUED BY THE STATE OF MISSOURI CAN BE FOUND
BY CLICKING THE LINK BELOW

[\(Missouri Contract #C209084001\)](#)

State of Ohio
Contract # OT905810
Index # GPC006

EXECUTIVE SUMMARY

BACKGROUND: The Office of Procurement Services (OPS) desires to enter into an agreement with a Contractor to serve as Lessor for the State's Fleet Master Lease agreement as set forth by the Office of Fleet Management (OFM). The OFM is seeking, on behalf of itself, and other state of Ohio agencies, to establish a Fleet Master Lease Program to finance the purchase of motor vehicles for use by eligible State agencies. State agencies annually purchase hundreds of motor vehicle of various types and sizes and purchases are paid from appropriations of each individual State agency within Ohio's decentralized fleet management environment. In State fiscal year 2009, the state of Ohio procured 78 vehicles at a value of \$1.1 million dollars.

The estimated fiscal year 2010 schedule is:

Amortization Period	No. of Vehicles	Acquisition Amount
36	37	\$496,631.60
48	51	\$662,079.60
60	79	\$1,058,995.60
72	74	\$1,008,593.40
Totals	241	\$3,226,300.20

Purchases of motor vehicles are typically made from pre-established State term contracts, but may also be made from non-term contract dealers on a limited basis.

The Ohio Revised Code (ORC), Section 125.832, requires most State agencies to receive an approval from the OFM for the procurement of the motor vehicle(s). Furthermore, ORC Section 125.832 (A)(1) requires State agencies to use the OFM Master Lease Program unless the OFM authorizes an outright purchase. The State's central accounting system has edits that prohibit the processing of motor vehicle purchase transactions unless the OFM has assigned a pre-approval number. The OFM is responsible for providing a high-level management for the State's motor vehicle decentralized fleet. State agency is defined by ORC Section 125.831 (D) as "every organized body, office, board, authority, commission, or agency established by the laws of the state for the exercise of any governmental or quasigovernmental function of state government regardless of the funding source for that entity, other than any state institution of higher education, the office of the governor, lieutenant governor, auditor of state, treasurer of state, secretary of state, or attorney general, the general assembly or any legislative agency, the courts or any judicial agency, or any state retirement system or retirement program established by or referenced in the Revised Code." In addition to the exemptions spelled out in ORC Section 125.831 (D) specific vehicle assignments and types/sizes of vehicles are also exempted from the OFM acquisition approval requirement. Vehicles used by law enforcement officers as defined by ORC Section 125.831 (A) are exempt as well as vehicles with a gross vehicle weight of more than 12,000 pounds and vehicles with specialized equipment.

The Bidder should note that all quantities given are estimates and are given as a basis for comparison only. The quantities purchased may be increased or decreased by any eligible State entity as deemed necessary during the term of the Contract.

The Contractor agrees to the [Terms and Conditions](#) as specified by the State of Ohio.

COOPERATIVE PURCHASING: The state of Ohio is entering into this agreement through a Participating Addendum of the Master Contract issued by the state of Missouri. All Terms and Conditions of the Master Contract shall prevail unless otherwise stated within this Addendum. The state of Ohio Terms and Conditions shall prevail in the event of a dispute.

OBJECTIVES: The State has the following objectives that it wants this Work to fulfill, and it will be the Contractor's obligation to ensure that the personnel the Contractor provides are qualified to perform their portions of the Work.

1. Work solely with the OFM and under OFM direction on all leasing / financing transactions.
2. Accept quarterly payments directly from the acquiring State agencies. Early payments shall be accepted without penalty to the State.
3. Giving State agencies the discretion to self-insure for collision and comprehensive insurance or to formally procure such coverage. Self-insurance may mean using current appropriations to cover damages or claims.
4. Allow State agencies to utilize the DAS Risk Management's Motor Vehicle Self Insured Liability Program.
5. Agree to abide by the ORC Section 126.30 with regard to any late payments.

Provide financing, through lease to purchase, for all types of motor vehicles that are requested by State agencies, including those that are exempt from OFM's statutory authority with the exception of institutions of higher education. OFM shall be the sole state entity to determine what types of motor vehicles may be leased/financed and which state entities can use the Master Lease agreement.

DEFINITIONS: The following terms may be used throughout this document and shall be defined as:

1. OFM = Ohio Office of Fleet Management
2. DAS = Ohio Department of Administrative Services
3. Lessee = An Agency that has executed an Agency Lease
4. Lessor = Central Bank

COST SUMMARY FORM

OAKS ITEM ID# 17585

ESTIMATED BUDGET FOR FY2010: \$3.1 MILLION DOLLARS.

TERM: Minimum One Time Purchase with five (5) optional six (6) month renewals not to exceed June 30, 2012 upon mutual consent.

STRUCTURE: Quarterly payments of principal and interest in arrears. Level debt by schedule. First payment date will be no sooner than thirty (30) days after the initial funding date.

All costs must be in U.S. Dollars.

The State will not be responsible for any costs not identified.

There will be no additional reimbursement for travel or other related expenses.

The base rates provided for the Master Contract shall prevail. This table should show the rates the state of Ohio will be paying based on the additional Administrative Functions as specified within this document (ex: Purchase Order to Dealer). The table below is an example of how the rates are calculated. The State recognizes that the rates may vary and that the state of Ohio will pay the State of Ohio Rate times the market rate at the time of funding, rounded to the nearest one-hundredth of one percent (.00 through .04 is rounded down; .05 through .09 is rounded up).

Term	Existing Master Contract Rate (% of rate specified)	Commercial Rate	State of Ohio Rate	State of Ohio Rate (State of Ohio Rate times Commercial Rate)
Three Years	186.2%	1.56%	195.0%	3.04%
Four Years	Average of 3 and 5 year	2.07%	172.0%	3.56%
Five Years	142.0%	2.57%	149.0%	3.83%
Six Years	average of 5 and 7 year	2.94%	145.0%	4.26%

(1) Base Rates are Daily Treasury Yield Curve Rates as published by the US Treasury and found on web site:

<http://www.ustreas.gov/offices/domestic-finance/debt-management/interest-rate/yield.shtml>

(2) Sample rates as of 01/08/10

(3) Four Year Rate = Average of 3 and 5 year base rates multiplied by average of current 3 and 5 year base rates

(4) Six Year Base Rate = Average of 5 and 7 year published base rates:

WORK REQUIREMENTS AND SPECIAL PROVISIONS

This attachment describes the Project and what the Contractor must do to complete the Project satisfactorily. It also describes what the Contractor must deliver as part of the completed Project (the "Deliverables"), and it gives a detailed description of the Project's schedule.

I. SCOPE OF WORK.

The successful Bidder will serve as Lessor, providing financing for the state of Ohio's Fleet Master Lease program, under the terms of the Master Contract governed by the state of Missouri and the specifications herein.

II. SCOPE OF SERVICES.

- A. Provide financing for motor vehicles for DAS and eligible State agencies pursuant to the terms, conditions and provisions of the Master Contract governed by the state of Missouri and the state of Ohio that will be entered into by DAS eligible state of Ohio agencies and the successful Bidder.
- B. Provide financing in accordance with all State and federal laws and regulations.
- C. Provide financing that allows the state of Ohio not to participate in any activities associated with a certificate of participation transaction.
- D. The Bidder must clearly indicate that it agrees to receive payment from the purchasing State agency and not in a "bundle" from the Department of Administrative Services.
- E. The Bidder must comply with Ohio Revised Code Section 126.30 with regards to late payments.
- F. The Bidder must clearly indicate that it is agreeable for the state of Ohio to self-insure (through use of current appropriations) the vehicles being financed.
- G. The Bidder must clearly indicate the willingness to process financing for vehicle purchases as low as \$50,000 per transaction.
- H. The Bidder must clearly indicate that it will provide financing for terms from three (3) to six (6) years.
- I. The process to be followed for purchases are:
 1. OFM issues an Order Requisition and Approval Letter (and Exhibit B, Motor Vehicle Schedule?) to Lessor indicating at minimum vehicle quantity, type, cost, and dealer. (sent via US Mail) (Day 1)
 2. Lessor approves the Approval Letter and returns copy to DAS(confirm DAS) (Day 10).
 3. Lessor issues Purchase Order and copy of related Order Request form to Dealer. (Day 10)
 4. Lessor sends an order acknowledgement to the Lessee and DAS upon completion of the order (Day 10)
 5. Dealer delivers vehicles to Lessee. (Day 40)
 6. Lessee acknowledges receipt of vehicles and notifies Lessor of acceptance by providing Certificate of Acceptance, proof of insurance, Vendor invoice, original certificate of title, and an executed opinion of State Counsel, to Lessor via US Mail. (Day 50)
 7. Lessor funds Dealer and sets Agency Lease rate upon receipt of all required documentation noted in #6 above. (Day 60)
 8. Lessor notifies Lessee and DAS of Funding Date by providing, via email or in writing, a payment schedule. (Day 60)
 9. Lessee remits payments according to schedule. (Next scheduled quarterly payment period)

Days noted in parentheses (DAY #) are provided as an example to gain an understanding of how the timing is expected to normally flow.
- J. There shall be no Prepayment Penalties.
- K. Any funds held within an interest bearing escrow account shall be at the benefit of the state of Ohio.

PARTICIPATING ADDENDUM

This Participating Addendum is between the state of Ohio, through the Department of Administrative Services, Office of Procurement Services, on behalf of the Office of Fleet Management (the "State") and

Central Bank

(the "Contractor").

The general terms and conditions for the Contract are contained in a link within this document. If there are conflicting provisions between the documents that make up the Master Contract and the Participating Addendum, the order of precedence for the documents is as follows:

1. This addendum;
2. The documents and materials incorporated by reference in the Bid;
3. The Master Contract as issued by the State of Missouri.

Notwithstanding the order listed above, change orders and amendments issued after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent of them will take precedence over anything else that is part of the Contract.

IN WITNESS WHEREOF, the parties have executed this Contract as of the dates below.

Central Bank
(Contractor)

Department of Administrative Services
(State of Ohio Agency)

(Signature)

(Signature)

(Printed Name)

Hugh Quill
(Printed Name)

(Title)

Director, Department of Administrative Services
(Title)

(Date)

(Date)

ATTACHMENT ONE
STATE OF OHIO
MASTER MOTOR VEHICLE FINANCING AGREEMENT

THIS STATE OF OHIO MASTER MOTOR VEHICLE FINANCING AGREEMENT ("Agreement"), dated as of the Agreement Date, is made and entered into by and between Central Bank, a corporation duly organized and existing under the laws of the State of Missouri, as lessor ("Lessor"), whose principal business address is as shown on the execution page hereof; and the State of Ohio (the "State"), acting by and through the Ohio Department of Administrative Services of the State ("DAS"), whose address is as shown on the execution page hereof, for various Agencies of the State.

In consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I: DEFINITIONS AND EXHIBITS

Section 1.1 Definitions. The following terms have the meanings specified below unless the context clearly requires otherwise.

Acceptance Date: The date an Agency accepts Motor Vehicles as evidenced in the applicable Certificate of Acceptance.

Acquisition Period: The period during which Motor Vehicles may be leased pursuant to this Agreement. Such period shall commence on the effective date of the contract, 01/14/10, and end on June 30, 2012, unless such Acquisition Period is extended pursuant to Section 4.1 hereof or terminated earlier pursuant to Section 4.2 hereof.

Agency: Any organized body, office or agency established by the laws of the State for the exercise of any function of state government that receives appropriations from the General Assembly of the State.

Agency Acknowledgment: The acknowledgment by an Agency executing a Motor Vehicle Schedule, subjecting it to the provisions of this Agreement, in the form of Certificate of Acceptance set forth in Exhibit C hereto.

Agency Lease: With respect to each Motor Vehicle Group leased by an Agency, this Agreement, together with the Agency Acknowledgment, and the fully executed Motor Vehicle Schedule relating thereto, shall constitute a separate contract relating to such Motor Vehicle Group. Each Agency Lease shall be dated as of the date all documents the Lessee is required to submit hereunder are finally submitted.

Agreement: This State of Ohio Master Motor Vehicle Financing Agreement between the State, acting by and through DAS and Central Bank, dated as of the Agreement Date.

Agreement Date: the effective date of the contract, 01/14/2010.

Business Day: Any day other than Saturday, Sunday or a day on which the offices of the State are permitted by law to be closed.

Code: The Internal Revenue Code of 1986, as amended.

DAS Director: The Director of Administrative Services of the State.

Events of Default: Those events described in Section 12.1.

Fiscal Biennium: The 24-month fiscal period of the State which commences on July 1 in an odd-numbered year and ends on June 30 in the next odd-numbered year.

Fiscal Year: The 12-month fiscal period of the State which commences on July 1 of each year.

Funding Date: With respect to each Agency Lease, the date Lessor makes payment to the Vendor(s) for the purchase price of the related Motor Vehicle Group.

Interest: The portion of any Rental Payment designated as and comprising interest as shown in any Exhibit A or B.

Lease Term: With respect to any Motor Vehicle Group, the period during which the related Agency Lease is in effect as specified in Section 4.5.

Lessee: An Agency that has executed an Agency Lease.

Lessor: Central Bank, a corporation duly organized and existing under the laws of the State of Missouri.

Lessor Commitment Date: The date Lessor acknowledges its commitment to fund a purchase of Motor Vehicles so designated in an Exhibit A for each Agency Lease.

Minimum Acquisition Amount: The minimum amount permitted to be financed hereunder in a single Motor Vehicle Group, which shall be not less than \$ 50,000.

Motor Vehicle: An automobile, car minivan, cargo minivan, passenger van, cargo van, sport utility vehicle, truck or bus.

Motor Vehicle Group: The Motor Vehicles listed in one or several particular Exhibit B.

Motor Vehicle Schedule: Exhibit B which has been completed with respect to a Motor Vehicle Group and executed by DAS and an Agency.

Non-Appropriation: The failure of the Ohio General Assembly to appropriate money for any Fiscal Biennium sufficient for the continued performance by Lessee of all of Lessee's obligations under any applicable Agency Lease, as evidenced by the passage of a final budget which does not include funding sufficient to pay all Rental Payments due under any applicable Agency Lease for a designated Fiscal Biennium.

Payment Date: The date upon which any Rental Payment is due and payable as provided in any Exhibit B-2.

Prepayment Price: With respect to any Motor Vehicle Group, as of the Payment Dates specified in the Exhibit B relating thereto, the amount so designated and set forth opposite each such date in such Exhibit B, plus any other amounts of principal and/or interest accrued and unpaid on the applicable Payment Date.

Principal: The portion of any Rental Payment designated as principal in any Exhibit B-2.

Regulations: Regulations of the U.S. Treasury Department promulgated under the Code.

Rental Payment: With respect to any Motor Vehicle Group, the payment due from Lessee to Lessor on each Payment Date during the Lease Term as shown in the Exhibit B completed for such Motor Vehicle Group.

Revised Code: The Revised Code of the State of Ohio, as amended and supplemented from time-to-time.

Specifications: The procurement specifications and/or purchase order pursuant to which Lessor has ordered any Motor Vehicles from a Vendor.

State: The State of Ohio.

State and Federal Law or Laws: The Constitution and any law of the State and any rule of any Agency of the State; and any law of the United States, and any rule or regulation of any federal agency.

State Counsel: The attorney or firm of attorneys rendering the opinion required by Exhibit D hereto.

Vendor: Each of the manufacturers, distributors, dealers or vendors from whom the Lessor has ordered or with whom such Lessee has contracted for the purchase and delivery of the Motor Vehicles.

Section 1.2. Exhibits.

Exhibit A: Form of Approval Letter with proposed vehicle requisitions to be sent to the Lessor, which gives approval by DAS for the purchase of the motor vehicles by Lessor on the terms set forth therein and allows Lessor to indicate their approval of the lease.

Exhibit B: Form of the final Motor Vehicle List and schedule of Rental Payments.

Exhibit C: Form of Certificate of Acceptance executed by the Agency.

Exhibit D: Form of Opinion of State Counsel.

Exhibit E: Form of Arbitrage and Tax certificate of Lessee relating to each Agency Lease.

ARTICLE II: REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 2.1. Representations, Warranties and Covenants of DAS. DAS represents and warrants and covenants as follows:

- (a) DAS is an administrative department of the State created pursuant to Section 121.02 of the Revised Code, directed by the DAS Director. Pursuant to the provisions of Revised Code Sections 125.02 and 125.04, the DAS Director has authority to execute this Agreement.
- (b) The execution and delivery of this Agreement by the DAS Director is in compliance with all public procurement and other State and Federal Laws applicable to this Agreement.
- (c) DAS agrees that it shall not authorize or do anything which (nor shall it allow any Agency to do anything which) would violate or render untrue any representation or undertaking in the Arbitrage and Tax Certificate.
- (d) Upon the funding of each Agency Lease, the DAS will submit, or shall cause to be submitted, to the Secretary of the Treasury the required information reporting statement (IRS form 8038-G) and other information relating to the Agency Leases as may be requested by Special Counsel as being required by the Code and the Regulations.
- (e) Upon execution of this Agreement, DAS will provide to Lessor an Opinion of State Counsel in the form attached hereto as Exhibit D.

- (f) DAS acknowledges that (i) under Article XII of this Agreement, upon an Event of Default of a Lessee, Lessor may elect to terminate each Agency Lease with such defaulting Lessee hereunder and (ii) upon a Non-Appropriation relating to any Agency Lease or any Motor Vehicles, such Agency Lease as to which such Non-Appropriation occurred shall terminate and, at the option of the Lessor, all other Agency Leases of such Lessee may terminate, and such Lessee is required upon the occurrence of (i) or (ii) to deliver all affected Motor Vehicles as instructed by Lessor under Section 12.3 hereof.

Section 2.2. Acknowledgment by Lessee of Representations, Warranties and Covenants of Lessee. Lessee by execution of the Agency Acknowledgment represents, warrants and covenants as follows:

- (a) Lessee is an Agency of the State, duly organized and existing under the Constitution and laws of the State, and is authorized under the Constitution and laws of the State to enter into the Agency Lease and the transactions contemplated hereby and thereby, and to perform all of its obligations under the Agency Lease.
- (b) The execution and delivery of the Agency Lease to which it is a party, by the officer or representative of Lessee executing such documents, has been duly authorized by Lessee, or by other appropriate official action, and such action is in compliance with all public procurement and other State and Federal Laws applicable to the Agency Lease and the acquisition and financing of the Motor Vehicles by the Agency. All requirements have been met and procedures have occurred in order to ensure the enforceability of the Agency Lease against Lessee.
- (c) Lessee will take no action that would cause the Interest portion of the Rental Payments to become includable in gross income of the recipient for federal income tax purposes under the Code and the Regulations, and Lessee will take and will cause its officers, employees and agents to take all affirmative actions legally within its power necessary to ensure that the Interest portion of the Rental Payments does not become includable in gross income of the recipient for federal income tax purposes under the Code and Regulations, all as amended from time to time as such are applicable hereto (including, without limitation, the calculation and payment of any rebate required to preserve such exclusion).
- (d) Pursuant to procurement specifications, upon delivery of any Motor Vehicle Group, or part thereof, Lessee will inspect such Motor Vehicle Group, or part thereof, and if it meets Agency's Specifications, provide to Lessor a completed and executed Certificate of Acceptance relating thereto in the form attached hereto as Exhibit C.
- (e) Lessee acknowledges that (i) under Article XII of this Agreement, upon an Event of Default of a Lessee, Lessor may elect to terminate each Agency Lease with such defaulting Lessee hereunder, and (ii) upon a Non-Appropriation for a Lessee relating to such Agency Lease or any Motor Vehicle, such Agency Lease as to which such Non-Appropriation occurred shall terminate and, at the option of the Lessor, all other Agency Leases of such Lessee may terminate, and such Lessee is required upon the occurrence of (i) or (ii) to deliver all Motor Vehicles as instructed by Lessor under Section 12.3 hereof.
- (f) It is not Lessee's intent to become a reseller or re-marketer of Motor Vehicles purchased pursuant to this Agreement.

Section 2.3. Representations, Warranties and Covenants of Lessor. Lessor represents, warrants and covenants as follows:

- (a) The Lessor shall hold harmless, indemnify and defend the State, DAS and any Lessee, as well as their officers and employees, against any claim, action, loss, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorney's fees and court costs) resulting from injury to persons or damage to property, arising out of or resulting from any negligent or willful act or omission of the Lessor in the performance of its duties under this Agreement.

- (b) The Lessor shall comply with any and all applicable federal, State and local laws, rules and regulations as the same exist and may be amended from time to time.
- (c) In the performance of its duties under the Agreement, the Lessor will be acting in the capacity of an independent contractor, and not as an agent, employee, partner, joint venture or associate of DAS, the State or any Agency thereof. The Lessor shall be solely responsible for the means, methods, techniques, sequences and procedures it utilizes in the performance of such duties and responsibilities.
- (d) Except as provided in Section 11.1 hereof, the Lessor shall not assign any of its rights nor delegate any of its duties under this Agreement without the written consent of DAS. Any assignment or delegation not consented to may be deemed void by DAS and the State.
- (e) Revised Code Section 9.24 prohibits the State from awarding a contract to any person against whom the Auditor of the State has issued a finding for recovery if the finding for recovery is unresolved at the time of the contract award. Lessor warrants that it is not now subject to an unresolved finding for recovery under Revised Code Section 9.24, and covenants that it will notify DAS in writing of any such finding prior to entering into any Agency Lease subsequent to the date of such finding.
- (f) As part of this Agreement, Lessor shall disclose to DAS in writing: (i) the location(s) where all services will be performed by the Lessor; (ii) the location(s) where any State data applicable to this Agreement will be maintained or made available; and (iii) the principal location of business for the Lessor and any assignee of the Lessor pursuant to Section 11.1 hereof.
- (g) The Lessor shall not, during the performance of this Agreement, change the location(s) of the country where the services hereunder are performed or where the data applicable to this Agreement is maintained or made available without the prior written approval of DAS.
- (h) The Lessor shall comply with all applicable State and federal laws regarding maintaining a drug-free workplace and shall make a good faith effort to ensure that all its employees, while working on State property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- (i) The Lessor shall comply with all State and federal laws regarding equal employment opportunity, including Revised Code Section 125.111 and all related Executive Orders of the Governor of the State.
- (j) The Lessor, in the hiring of employees for the performance of work under this Agreement, shall not discriminate against any citizen of the State in the employment of a person qualified and available to perform the work to which this Agreement relates by reason of race, color, religion, sex, age, disability as described in Revised Code Section 4112.01, national origin, or ancestry.
- (k) The Lessor, or person acting on behalf of the Lessor, in any manner, shall not discriminate against, intimidate, or retaliate against any employee for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as described in Revised Code Section 4112.01, national origin, or ancestry.
- (l) The Lessor affirms that it is currently in compliance and will adhere to the requirements of the Ohio Ethics Law as provided by Revised Code Sections 102.03 and 102.04.
- (m) Pursuant to Ohio Revised Code Section 3517.13, the Lessee affirms that, as applicable to the Lessee: (i) if a partnership or association, no partner or shareholder thereof, or the spouses of any of them, or (ii) if a corporation or business trust, no owner of more than 20% of the corporation or business trust, or the spouse of such person, has made, as an individual, within the two (2) previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor of the State or to his campaign committees.

ARTICLE III: LEASE OF MOTOR VEHICLES

Section 3.1. Acquisition of Motor Vehicles.

- (a) By execution hereof, Lessor agrees to lease and sell motor vehicles as requested by one or more Lessees commencing the effective date of the contract, 01/14/10 and for such subsequent periods as may be mutually agreed in writing between DAS and the Lessor; provided, however, that nothing in this Agreement obligates any Agency, DAS, the State or any combination of them, to enter into any Agency Leases in any amount.
- (b) Each Agency Lease is subject to Section 126.07 of the Revised Code, which provides, in part, that an Agency Lease will not be valid or enforceable until the Director of the Office of Budget and Management certifies that there are appropriated funds available to pay the lease payments there under.
- (c) With respect to each proposed Agency Lease, a prospective Lessee shall advise DAS of its intention to lease motor vehicles, the motor vehicle cost, the Vendor, expected delivery date and the desired lease terms for such motor vehicles, by submission of an application in the form provided by DAS.
- (d) After review and approval, DAS shall prepare its Approval Letter in substantially the form attached hereto as Exhibit A and promptly forward same and Exhibit B, and the Agency purchase requisition to the Lessor for approval. Lessor shall immediately review such Approval Letter and give approval either verbally or by e-mail, and promptly confirm in writing by execution of such Approval Letter in the space provided. The Lessor shall promptly return the executed Approval Letter to DAS along with Exhibit B completed to the extent possible. Upon receipt of the executed Approval Letter from DAS, Lessor shall order the Motor Vehicle Group from the designated Vendor or Vendors and send an order acknowledgment to the Lessee and DAS upon completion of the order. The acknowledgement shall contain sufficient detail as to confirm the content of the vehicle as ordered.
- (e) The Lessor's approval of DAS's Approval Letter shall constitute a commitment by Lessor to lease and sell to the Lessee such Motor Vehicles at the rate of interest stated therein.
- (f) Motor Vehicle Schedules will be funded in their entirety upon the receipt of a completed Certificate of Acceptance designating that the initial delivery of vehicles listed on the schedule has been made to and accepted by the Lessee. In the event that the Certificate of Acceptance received by the Lessor represents a partial delivery of the vehicles listed in the Motor Vehicle Schedule, the remaining funds will be placed in a suspense account that will be used to pay for the balance of vehicles as they are delivered and accepted by the Lessee. All vehicles listed on a motor vehicle schedule will have a common funding date and payment schedule as established on the amortization schedule provided by the Lessor.
- (g) Lessor shall make payment to a Vendor for a Motor Vehicle Group within thirty (30) days after Lessor has received all of the following in form and substance satisfactory to Lessor (provided, however, Lessor shall make no payment to a Vendor for any Motor Vehicle for which Lessor did not receive a Certificate of Acceptance prior to the Final Acceptance Date): (i) Exhibit B executed by Lessor and Lessee; (ii) a Certificate of Acceptance in the form of Exhibit C executed by Lessee; (iii) evidence of insurance and/or self-insurance with respect to the Motor Vehicle Group in compliance with Article VI of this Agreement; (iv) Vendor invoice(s) and/or bill of sale relating to the Motor Vehicle Group; (v) the original certificate of title or manufacturer's certificate of origin and title application in conformity with certificate of title laws; (vi) executed opinion of State Counsel in the form of Exhibit D, and (vii) any other documents or items reasonably required by Lessor. Lessor shall promptly notify Lessee and DAS of the Funding Date by providing, in writing or by e-mail, a final payment schedule that is substantially in the form of Exhibit B-2.

Section 3.2. Lease; Enjoyment; Inspection. Lessor hereby agrees to lease to Lessee each Motor Vehicle Group made subject to a Motor Vehicle Schedule hereto, and each Lessee by execution of an Agency Lease leases from Lessor such Motor Vehicle Group, upon the terms and conditions set forth herein and therein and in the related Motor Vehicle Schedule. During the Lease term, Lessee shall peaceably and quietly have and hold and enjoy the Motor Vehicle Group, except as expressly set forth in this Agreement and the Agency Lease. Lessee agrees by the Agency Lease that Lessor and its agents shall have the right at all reasonable times to examine and inspect the Motor Vehicle, and Lessor and its agents shall have such rights of access to the Motor Vehicles as may be reasonably necessary to cause the proper maintenance of the Motor Vehicles in the event of failure by Lessee to perform its obligations hereunder and under each Agency Lease. Notwithstanding the designation of Central Bank as Lessor, Central Bank does not own the Motor Vehicles and by this Agreement and each Agency Lease is merely financing the acquisition thereof for Lessee. Lessor has not been in the chain of title of the Motor Vehicles, does not operate, control or have possession of the Motor Vehicles and has no control over the Lessee or Lessee's operation, use, storage or maintenance of the Motor Vehicles. Lessee is solely responsible for the selection of the Motor Vehicles, and the manufacturer and Vendor thereof, and is solely responsible for the use, maintenance, operation and storage of the Motor Vehicles. The Lessor has agreed to order each Motor Vehicle Group from the designated Vendor as an administrative convenience to the DAS and each Lessee.

ARTICLE IV: TERM

Section 4.1. Term. This Agreement shall be in effect from the Agreement Date until the final payment date for any Rental Payment under any Agency Lease. Motor Vehicle Groups can be acquired under this Agreement for an Acquisition Period terminating on 06/30/12. Each Agency Lease shall be in effect for a Lease Term commencing upon the Funding Date and ending as provided in Section 4.5. The provisions of this Agreement shall apply to each Agency Lease for the respective Lease term.

Section 4.2. Termination.

- (a) Either the Lessor or DAS may terminate the Acquisition Period under this Agreement by notifying the other party in writing that it intends to terminate this Agreement, which notice must be given no later than ninety (90) days preceding each Renewal Date. In no event shall the Acquisition Period extend beyond June 30, 2013. Termination of the Acquisition Period pursuant to this paragraph shall not operate to terminate any Agency Lease. Extension of the Acquisition Period for any period beyond the initial Acquisition Period shall not operate to change in any manner the method by which interest rates are established for any Agency Lease.
- (b) In the event of Non-Appropriation, an Agency Lease and each Motor Vehicle Schedule thereunder with respect to which such Non-Appropriation has occurred, shall terminate, and, at the option of Lessor, provided in writing to Lessee by Lessor, all other Agency Leases of such Lessee may terminate, effective upon the last day of the Fiscal Biennium for which funds were appropriated, in whole, but not in part, as to all Motor Vehicles listed thereon, in the manner and subject to the terms specified in this Article. Lessor may effect such termination by giving the Lessee and DAS a written notice of termination at which time Lessee shall pay to Lessor any Rental Payments and other amounts which are due and have not been paid at or before the end of the then current Fiscal Biennium with respect to such terminated Agency Leases. Lessee shall endeavor to give reasonable notice of such termination prior to the end of the last Fiscal Year for which appropriations were made, and shall notify Lessor of any anticipated termination upon its determination thereof. In the event of termination of an Agency Lease as provided in this Section, Lessee shall comply with written instructions received from Lessor in accordance with Section 12.3.
- (c) This Agreement is subject to termination with respect to a particular Agency Lease upon the occurrence of an Event of Default, as provided in Section 12.2 hereof.
- (d) No Motor Vehicle Schedules shall be executed after any Non-Appropriation or Event of Default with respect to a defaulting Lessee or a Lessee as to which a Non-Appropriation has occurred.

Section 4.3. Intent To Continue Lease Term; Appropriations. Each Lessee intends to continue each Agency Lease hereunder for its entire Lease Term and to pay all Rental Payments relating thereto. Each Agency executing an Agency Lease has agreed to direct the person within such Agency in charge of preparing the Lessee's budget to include in the budget request for each Fiscal Year the Rental Payments becoming due in such Fiscal Year. The parties acknowledge that appropriation for Rental Payments is a governmental function which DAS and Lessee cannot contractually commit the Ohio General Assembly to perform and this Agreement and the Agency Lease do not constitute such a commitment. However, the Lessee reasonably believes that money in an amount sufficient to make all Rental Payments can and will lawfully be appropriated and made available to permit continued utilization of the Motor Vehicles in the performance of its essential functions during the applicable Lease Term. Each Lessee is an Agency of the State and each Lessee's performance and obligation to pay under this Agreement and any applicable Agency Lease is contingent upon a biennial appropriation. Lessee, as an Agency of the State, is subject to the appropriation of funds by the Ohio General Assembly in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this Agreement and each Agency Lease for each and every Fiscal Year following the Fiscal Year in which the Agreement and any applicable Agency Lease is executed and entered into and for which this Agreement and any applicable Agency Lease shall remain in effect. Lessee shall, upon receipt of notice that sufficient funds are not available to continue its full and faithful performance under this Agreement and any applicable Agency Lease, provide prompt written notice to DAS and Lessor of such event and upon the expiration of the period of time for which funds were appropriated be thereafter released of all further obligations in any way related to such Motor Vehicles. Each Lessee agrees (1) not to cancel any applicable Agency Lease under this provision if any funds are appropriated to it for the acquisition (by purchase, lease, or otherwise) of other functionally equivalent Motor Vehicles for the Fiscal Biennium of termination provided such action is not contrary to any expressed legislative intent, and (2) to expressly include in its appropriation request for each year of the Agreement and any applicable Agency Lease a request for an appropriation to fund the Agreement and any applicable Agency Lease.

In the event that the general appropriations act for the State has not been adopted by the Ohio General Assembly and approved by the Governor prior to the expiration of a Fiscal Biennium, and no declaration of an intent not to appropriate has been made by the State or the respective Lessee, the Lease term of each Agency Lease will be deemed renewed pending the enactment of such general appropriations act. If any Rental Payments are due under an Agency Lease during such period, such Lease terms will be so extended only if: (a) an interim or emergency budget implemented by the State pending enactment of a final budget makes available to the Lessee money that may legally be used to make Rental Payments during such period; or (b) sums are otherwise legally available to make such Rental Payments, and such funds are used to make the Rental Payments coming due prior to the effective date of such general appropriations act.

Section 4.4 Effect of termination for Non-Appropriation. Upon termination of an Agency Lease for non-appropriation as provided in this Article, Lessee shall not be responsible for the payment of any additional Rental Payments coming due in succeeding Fiscal Years, but if Lessee has not complied with the instructions received from Lessor in accordance with Section 12.3, the termination shall nevertheless be effective, and Lessee shall pay, on demand to Lessor, from legally available funds, the unpaid balance of the applicable Agency Lease which is stipulated to be the aggregate of the Prepayment Prices as shown on each Exhibit B as of the last day of the Fiscal Year for which funds were appropriated.

Section 4.5. Termination of Lease Term. The Lease term with respect to any Agency Lease shall not exceed the lesser of six years or the average useful life of all Motor Vehicles in the related Motor Vehicle Group weighted on the basis of purchase price, and each Agency Lease will terminate sooner upon the occurrence of the first of the following events: (a) the termination of an Agency Lease in accordance with Section 4.2; (b) the payment of the Prepayment Price by Lessee pursuant to Article X; (c) an Event of Default by Lessee and Lessor's election to terminate such Agency Lease pursuant to Article XII; or (d) the payment by Lessee of all Rental Payments and all other amounts authorized or required to be paid by Lessee pursuant to such Agency Lease.

ARTICLE V: RENTAL PAYMENTS

Section 5.1. Rental Payments. Upon receipt by Lessor of the Certificate of Acceptance, Lessor shall pay the Vendor and provide the Agency with the final amortization schedule for such Agency Lease, which shall include the Funding Date. As a convenience to the Lessee and to DAS, the Lessor shall provide quarterly invoices to DAS and the Lessee in such form as may be reasonably requested by DAS and the Lessee, but the failure to receive such invoice shall not relieve the Lessee of its obligation to pay Rental Payments due under such Agency Lease. Lessee agrees to pay Rental Payments with respect to each Agency Lease of a Motor Vehicle Group during the related Lease Term in the amounts and on the dates specified in the applicable Exhibit B. A portion of each Rental Payment is paid as and represents the payment of Interest as set forth in the applicable Exhibit B. Lessor is authorized to insert the due date of the first Rental Payment on the applicable Exhibit B, provided that the Lessee shall have no less than thirty (30) days after the Funding Date within which to make such initial payment. All Rental Payments shall be paid to Lessor at such place as Lessor may from time to time designate by written notice to Lessee. Lessee shall pay the Rental Payments exclusively from money legally available therefore, in lawful money of the United States of America.

Section 5.2. Current Expense. The obligations of Lessee, including its obligation to pay the Rental Payments due in any Fiscal Year of a Lease Term, shall constitute a current expense of Lessee for such Fiscal Year and shall not constitute an indebtedness of the Lessee, DAS, the State, nor any political subdivision or agency thereof within the meaning of the Constitution and laws of the State. Nothing herein shall constitute a pledge by Lessee of any taxes or other money (other than money lawfully appropriated from time to time by or for the benefit of Lessee for the related Agency Lease) to the payment of any Rental Payment or other amount coming due hereunder. The Rental Payments due hereunder are to be made only after an appropriation of funds therefore from legally available money and neither Lessee, the State nor any political subdivision or agency thereof shall be obligated to make any such appropriation and neither the full faith and credit of Lessee, DAS, the State nor any political subdivision or agency thereof is pledged for the payment of Rental Payments hereunder or under each Agency Lease.

Section 5.3. Rental Payments To Be Unconditional. Except as provided in Section 4.2, the obligation of Lessee to make Rental Payments from appropriated legally available funds required hereunder and under each Agency Lease shall be absolute and unconditional in all events. Notwithstanding any dispute between Lessee and Lessor, Lessee and DAS or Lessee and Vendor or any other person, and except as expressly provided by law, Lessee shall make all Rental Payments required hereunder when due and shall not withhold any Rental Payment pending final resolution of such dispute nor shall Lessee assert any right of set-off or counterclaim against its obligation to make Rental Payments required hereunder. Lessee's obligation to make Rental Payments shall not be abated through accident, unforeseen circumstances, failure of the Motor Vehicles to perform as desired, damage or destruction to the Motor Vehicles, loss of possession of the Motor Vehicles or obsolescence of the Motor Vehicles. However, nothing herein shall be construed to release Lessor from the performance of its obligations hereunder; and if Lessor should fail to perform any such obligation, Lessee may institute such legal action against Lessor as Lessee may deem necessary to compel the performance of such obligation or to recover damages therefore.

ARTICLE VI: INSURANCE AND RISK OF LOSS

Section 6.1. Motor Vehicle Liability Insurance. Pursuant to the provisions of Ohio Revised Code Section 9.83, upon receipt of possession of the Motor Vehicles, each Lessee and DAS shall take such measures as may be necessary to ensure that any liability for injuries to, or death of, any person, or damage to, or loss of property (except for liability to the Lessor under this Agreement with respect to damage or destruction of the Motor Vehicle, which is to be satisfied pursuant to the terms of Section 6.2 hereof) arising out of or in any way relating to, the condition or operation of the Motor Vehicles by officers or employees of the State while engaged in their employment or official responsibilities for the State is covered by a motor vehicle liability insurance policy or self-insurance maintained by the Lessee or DAS.

Section 6.2. Damage to or Destruction of Motor Vehicles. Lessee shall provide a complete written report to Lessor immediately upon any loss, theft, damage or destruction of any Motor Vehicle and of any accident involving any Motor Vehicle. The Lessee shall promptly cause any Motor Vehicle not damaged beyond repair to be promptly repaired, using monies available from current appropriations to the Lessee. If any Motor Vehicle is lost, stolen, destroyed or damaged beyond repair ("Damaged Motor Vehicle"), Lessee shall as soon as practicable after such event either: (a) replace the same at Lessee's sole cost and expense with a motor vehicle having substantially similar Specifications and of equal or greater value to the Damaged Motor Vehicle immediately prior to the time of the loss occurrence, such replacement motor vehicle to be subject to Lessor's approval, whereupon such replacement motor vehicle shall be substituted in the applicable Agency Lease and the other related documents by appropriate endorsement or amendment; or (b) pay the applicable Prepayment Price of the Damaged Motor Vehicle as set forth in the related Exhibit B. Lessee shall notify Lessor of which course of action it will take within fifteen (15) days after the loss occurrence. If, within forty-five (45) days of the loss occurrence, (i) Lessee fails to notify Lessor; (ii) Lessee and Lessor fail to execute an endorsement or amendment to the applicable Motor Vehicle Schedule to delete the Damaged Motor Vehicle and add the replacement Motor Vehicle; or (iii) Lessee has failed to pay the applicable Prepayment Price, then Lessor may, at its sole discretion, declare the applicable Prepayment Price of the Damaged Motor Vehicle, to be immediately due and payable, and Lessee is required to pay the same from legally available funds.

ARTICLE VII: OTHER OBLIGATIONS OF LESSEE

Section 7.1. Use; Permits. Lessee shall exercise due care in the use, operation and maintenance of the Motor Vehicles, and shall not use, operate or maintain the Motor Vehicles improperly, carelessly or for a purpose or in a manner contrary to that contemplated by the Agency Lease. Lessee shall operate and maintain the Motor Vehicles fully in accordance with any insurance policy provision, and the manufacturer's specifications therefore. Lessee shall obtain all permits and licenses necessary for the operation, possession and use of the Motor Vehicles. Lessee shall comply with all State and Federal Laws applicable to the use, possession and operation of the Motor Vehicles, and if compliance with any such State and Federal Law requires changes or additions to be made to the Motor Vehicles, such changes or additions shall be made by Lessee at its expense. Except to the extent essential to an Agency's performance of its governmental function of implementing or enforcing laws relating to environmental regulation, Lessee shall not use any Motor Vehicles to haul, convey, store, treat, transport or dispose of any "hazardous substances" or "hazardous waste", except in Materials of Trade quantities, as such terms are defined in any federal, state or local law, rule or regulation pertaining to the protection of the environment (together, "Environmental Laws"). Lessee agrees that if Lessee is required to deliver any Motor Vehicle to Lessor or Lessor's agent, the Motor Vehicle shall be delivered free of all substances which are regulated by or form a basis for liability under any Environmental Law.

Section 7.2. Taxes, Other Governmental Charges. Lessee shall pay when due all charges incurred in the operation, maintenance, use, and upkeep of the Motor Vehicles.

It is hereby acknowledged between the parties hereto that Lessee is a nontaxable governmental agency and not subject to the imposition of any tax, assessment, franchise fee, levy, or other governmental charge levied for Lessee's ownership or use of the Motor Vehicles and Lessee does not agree to pay any taxes in connection therewith.

ARTICLE VIII: TITLE AND LIENS

Section 8.1. Title. During the Lease Term, legal title to and ownership of all Motor Vehicles and any and all repairs, replacements, substitutions and modifications thereto shall be in Lessee, and Lessee shall take all actions necessary to vest such title and ownership in Lessee.

Section 8.2. Lien of Lessor on Motor Vehicles. Lessee shall grant, pledge and assign to the Lessor or its designee a security interest in all Motor Vehicles financed by Lessee pursuant to this Agreement, together with all substitutions, replacements, additions and accessions therefore or thereto, all replacement and repair parts therefore, all documents including, but not limited to, documents of title and other documents relating thereto and all cash and non-cash proceeds arising in connection therewith of all or any part of such Motor Vehicles. The Lessee agrees to perform, do, make, execute and deliver all such additional and further acts, things, certificates, assurances and instruments as the Lessor may reasonably require to more completely vest in and assure to Lessor its rights in or to such Motor Vehicles.

Section 8.3. No Other Lessee Liens. During the Lease Term, Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any security interest, pledge, lien, charge, encumbrance or claim on or with respect to the Motor Vehicles (together, "Liens"), other than the respective rights of Lessor and Lessee as herein provided. Lessee shall promptly, at its own expense, take such action as may be necessary duly to discharge or remove any such Lien. Lessee shall reimburse Lessor for any expenses incurred by Lessor to discharge or remove any Lien if Lessee first refuses to remove such Lien.

Section 8.4. Modification of Motor Vehicles. Lessee will not, without the prior written consent of Lessor, affix or install any accessory or device on any of the Motor Vehicles if such addition will adversely and permanently change or impair the originally intended functions, value or use of the Motor Vehicle.

ARTICLE IX: MOTOR VEHICLE WARRANTIES

Section 9.1. Selection of Motor Vehicles. The Motor Vehicles and the Vendors have been selected by DAS and Lessee, and Lessor shall have no responsibility in connection with the selection of the Motor Vehicles, their suitability for the use intended by Lessee, the acceptance by the Vendors or their sales representatives of the orders submitted, or any delay or failure by the Vendors or their sales representatives to manufacture or deliver the Motor Vehicles for use by Lessee.

Section 9.2. Vendors' Warranties. Lessor hereby assigns to Lessee for and during the related Lease Term, all of its interest, if any, in all Vendors' warranties and guarantees, express or implied, issued on or applicable to an Motor Vehicle Group, and Lessee may obtain the customary services furnished in connection with such warranties and guarantees at Lessee's expense. Lessor has no obligation to enforce any Vendors' warranties or obligations on behalf of itself or Lessee.

Section 9.3. Disclaimer of Warranties. BY EXECUTION OF THE AGENCY ACKNOWLEDGMENT, LESSEE ACKNOWLEDGES THAT IT SELECTED THE MOTOR VEHICLES WITHOUT ASSISTANCE OF LESSOR, ITS AGENTS OR EMPLOYEES. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE OF THE MOTOR VEHICLES, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE MOTOR VEHICLES. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE MOTOR VEHICLES OR LESSEE'S USE OF THE MOTOR VEHICLES.

ARTICLE X: OPTION TO PREPAY

Section 10.1. When Available. Lessee shall have the option to prepay its obligations under any Agency Lease on any Payment Date, without penalty, for the then applicable Prepayment Price set forth in Exhibit B relating thereto in the manner provided in this Article.

Section 10.2. Exercise of Option. Lessee shall give notice to Lessor of its intention to exercise its prepayment option with respect to any Agency Lease not less than thirty (30) days prior to the date on which the option will be exercised and shall deposit with Lessor on the date of exercise an amount equal to the applicable Prepayment Price set forth in the related Exhibit B.

ARTICLE XI: ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING

Section 11.1 Assignment by Lessor. None of Lessor's right, title and/or interest in and to this Agreement or any Agency Lease hereunder, including, but not limited to, the Rental Payments and other amounts payable by Lessee, may be assigned in whole or in part by Lessor at any time except in compliance with the following sentence, without the prior written consent of DAS, which consent shall not be unreasonably withheld or delayed and shall be subject to the terms of the last sentence of this Section 11.1. Provided Lessor continues to service the Agreement and collect all Rental Payments, Lessor may assign its right, title and interest (but none of its obligations) in one or more Motor Vehicle Schedules to an affiliate or to an entity whose common stock is 100% owned by the Lessor's parent or indirect parent. No further assignment of this Agreement or any Agency Lease or Motor Vehicle Schedule shall be permitted without the prior written consent of DAS, which consent shall not be unreasonably withheld or delayed and shall be subject to the terms of the last sentence of this Section 11.1.

Notwithstanding the foregoing, in no event shall the Lessor assign this Agreement, any Agency Lease or the Rental Payments as part of a plan to publicly offer participation interests therein. When Lessor requests DAS's consent to the private placement of participation interests, such consent shall be subject to such conditions as DAS reasonably determines including, but not limited to: (a) participation interests will be sold only to accredited investors ("Accredited Investors") as defined in Rule 501(a) under Regulation D of the Securities Act of 1933, as amended (the "1933 Act"), and/or qualified institutional buyers ("Institutional Investors") as defined in Rule 144A under the 1933 Act, engaged in the business of investing in securities of the type being offered; (b) each investor (including subsequent purchasers) will be required to execute a letter acceptable to DAS certifying that it is an Accredited Investor or an Institutional Investor who has undertaken its own investigation and is not relying on any representations of DAS, the State or any Agency; (c) any disclosure documents prepared in connection with such assignment must include a legend to the effect that neither DAS, the State nor any Agency has participated in preparation of the disclosure materials; and (d) Lessor must agree to indemnify DAS, the State and the Lessee against any third party claims arising as a result of such assignment.

Section 11.2 Assignment and Subleasing by Lessee. Without the prior written consent of Lessor, a Lessee will not: (a) assign, transfer, pledge, hypothecate, or otherwise dispose of any of its rights or obligations under this Agreement or the Motor Vehicles; (b) sublease the Motor Vehicles; or (c) permit the Motor Vehicles to be used for any purpose not permitted by this Agreement.

ARTICLE XII: EVENTS OF DEFAULT AND REMEDIES

Section 12.1. Events of Default Defined. The following are Events of Default under this Agreement and any particular Agency Lease:

- (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid when due and the continuation of said failure for a period of ten (10) days after such due date (other than by reason of Non-Appropriation).
- (b) Failure by Lessee to maintain insurance as required by Article VI so as to include such Motor Vehicles.
- (c) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder or under the applicable Agency Lease, other than as referred to in Clauses (a) and (b) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.

- (d) Any representation or warranty made by Lessee in this Agreement or the Agency Acknowledgment was untrue in any material respect upon execution of this Agreement or any Agency Acknowledgment.
- (e) Lessee shall: (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding.
- (f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such judgment, order or decree shall continue unstayed and in effect for any period of the thirty (30) consecutive days.

Section 12.2. Remedies on Default. Whenever any Event of Default defined in Section 12.1 hereof shall have occurred, Lessor shall have the right, at its option and without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) Lessor, with or without terminating any Agency Lease, may declare all Rental Payments due or to become due with respect to such defaulted Agency Lease and, at the option of Lessor pursuant to a writing delivered to Lessee and DAS by Lessor, all other Agency Leases of such Lessee during the Fiscal Year in effect when the default occurs to be immediately due and payable by Lessee, whereupon such Rental Payments shall be immediately due and payable.
- (b) Lessor, with or without terminating any Agency Lease, may by written notice to Lessee, request that Lessee, within ten (10) days of such written notice, cause all Motor Vehicles subject to the defaulted Agency Lease and, at the option of Lessor pursuant to a writing delivered to Lessee and DAS by Lessor, all other Agency Leases of such Lessee (together with all documents necessary to transfer legal and beneficial title thereto to Lessor) to be delivered to Lessor or Lessor's designee at a place in the State designated by Lessor in accordance with Section 12.3. If Lessee fails or refuses to voluntarily transfer such Motor Vehicles to Lessor as herein provided, to the extent permitted by law, Lessor shall have the right to obtain a judgment against Lessee from legally available funds for compensatory damages in the amount of the then applicable Prepayment Prices as shown on the applicable Exhibit B. If the Motor Vehicles or any portion of them have been destroyed or damaged beyond repair, Lessee shall pay to Lessor the applicable Prepayment Price of the damaged or destroyed Motor Vehicles as set forth in the Motor Vehicle Schedule relating thereto.
- (c) If Lessor terminates any Agency Lease and, in its discretion, takes possession and disposes of the Motor Vehicles or any portion thereof, Lessor shall apply the proceeds of any such disposition to pay the following items in the following order: (i) reasonable costs (including, but not limited to, reasonable and necessary attorneys' fees) incurred in securing possession of the Motor Vehicles; (ii) reasonable expenses incurred in completing the disposition; (iii) any sales or transfer taxes; (iv) the applicable Prepayment Prices of the applicable Motor Vehicles Groups; and (v) the balance of any Rental Payments owed by Lessee on such defaulted Agency Lease during the Fiscal Year then in effect. Any disposition proceeds remaining after the requirements of Clauses (i), (ii), (iii), (iv) and (v) have been met shall be paid to the Lessee.

- (d) Following an Event of Default or an Event of Non-appropriation hereunder and upon failure of Lessee to voluntarily comply with Section 12.3, Lessor shall have whatever rights and remedies are available at law against Lessee's legally available funds. In the event the exercise of such remedies results in one or more judicial proceedings, the prevailing party in such proceedings shall be entitled to recover reasonable attorney fees and court costs, to the extent permitted by law. Lessor and Lessee agree that there is no intention to create under this Agreement and the applicable Agency Leases a right in Lessor to dispossess Lessee involuntarily of the legal title to or the use of the Motor Vehicles.
- (e) If the proceeds of sale of the returned Motor Vehicles are not sufficient to pay the balance of any Rental Payments owed by Lessee on the defaulted Agency Lease and any other Agency Leases of such Lessee which Lessor has declared to be in default during the Fiscal Year then in effect, Lessor may pursue such other remedies as are available at law or in equity to collect the balance of such Rental Payments from Lessee's legally available funds.

Section 12.3. Return of Motor Vehicles; Release of Lessee's Interest. Upon termination of this Agreement and/or any Agency Lease hereunder prior to the payment of all Rental Payments or the applicable Prepayment Price for such Agency Lease in accordance with each Exhibit B, Lessee shall promptly, but in any event within ten (10) days after such termination, at its own cost and expense: (a) perform any testing and repairs required to place the Motor Vehicles in the condition required by Article VII; and (b) Lessor, with or without terminating any Agency Lease, may by written notice to Lessee, request that Lessee, within ten (10) days of such written notice, cause all Motor Vehicles subject to the defaulted Agency Lease and, at the option of Lessor pursuant to a writing delivered to Lessee and DAS by Lessor, all other Agency Leases of such Lessee (together with all documents necessary to transfer legal and beneficial title thereto to Lessor) to be delivered to a third party motor vehicle remarketer that is located in the State designated by Lessor in accordance with Section 12.3. If Lessee fails or refuses to voluntarily transfer such Motor Vehicles to Lessor as herein provided, to the extent permitted by law, Lessor shall have the right to obtain a judgment against Lessee from legally available funds for compensatory damages in the amount of the then applicable Prepayment Prices as shown on the applicable Exhibit B. If the Motor Vehicles or any portion of them have been destroyed or damaged beyond repair, Lessee shall pay to Lessor the applicable Prepayment Price of the damaged or destroyed Motor Vehicles as set forth in the Motor Vehicle Schedule relating thereto.

Section 12.4. No Remedy Exclusive.

- (a) No remedy conferred upon or reserved to Lessor by this Article is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement. No delay or omission to exercise any right or power accruing upon any 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 by Lessor.
- (b) No remedy conferred upon or reserved to Lessee by this Article is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement. No delay or omission to exercise any right or power accruing upon any 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 by Lessee.

Section 12.5. Late Charges. The Lessor must pay the purchase price of each item of Motor Vehicles within [30] days of the Acceptance Date, but in any event the Lessor shall make such payment within ten (10) days after receipt of the documents described in Section 3.1(d) from the Agency. If the Lessor does not make the payment due the Vendor within the time limits established in the Vendor invoice then the Lessor shall pay from its own funds any interest assessed for untimely payment.

The Lessee shall pay interest on past-due payments due under the Agency Lease in accordance with the provisions of Ohio Revised Code Section 126.30.

Section 12.6 Public Record. DAS shall have the right to terminate this Agreement upon Lessor's refusal to allow public access to all documents, papers, letters or other materials subject to the State public records law, Section 149.43 of the Revised Code, and made or received by the Lessor in conjunction herewith.

ARTICLE XIII: ADMINISTRATIVE PROVISIONS

Section 13.1. Notices. All notices, certificates, legal opinions or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or deposited in the United States mail in registered form with postage fully prepaid to the addresses specified on the execution page hereof with respect to DAS and the Lessor, and as to each Lessee, the address specified on the respective Agency Lease; provided that Lessor, DAS and Lessee, by notice given hereunder, may designate different addresses to which subsequent notices, certificates, legal opinions or other communications will be sent.

Section 13.2. Financial Information. Lessee will provide Lessor with current budgets, proof of appropriation for the ensuing Fiscal Year and such other financial information relating to the ability of Lessee to continue this Agreement and any Agency Lease as may be requested by Lessor.

Section 13.3. Binding Effect. This Agreement and each Agency Lease hereunder shall inure to the benefit of and shall be binding upon Lessor, DAS and Lessee and their respective successors and assigns.

Section 13.4. Severability. In the event any provision of this Agreement or any Agency Lease 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 13.5. Entire Agreement, Amendments, Changes and Modifications. This Agreement, the applicable Agency Leases, the Request for Proposals and the proposal of Lessor constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all prior and contemporaneous writings, understandings, agreements, representations, commitments or conditions made orally or in writing, express or implied. In the event of conflict between the terms and conditions of the various documents, the terms and conditions of this Agreement shall prevail over the provisions of the Request for Proposals and the terms and conditions of the Request for Proposals shall prevail over the terms of the Lessor's response to the Request for Proposals. This Agreement may be amended or modified only by written documents duly authorized, executed and delivered by Lessor, Lessee and DAS.

Section 13.6. 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, Articles, Sections or Clauses hereof.

Section 13.7. Further Assurances and Corrective Instruments. Lessor and Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Motor Vehicles hereby leased or intended so to be, or for otherwise carrying out the expressed intent of this Agreement and the applicable Agency Leases.

Section 13.8. Execution in Counterparts. This Agreement 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.

Section 13.9. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

Section 13.10. Interest; Usury. The Interest component of the Rental Payments shall not, as of the Funding Date for any Agency Lease, exceed the rate computed by adding 150 basis points to The Bond Buyer "20 Bond Index" published immediately preceding the first day of the calendar month in which the Agency Lease is submitted to DAS for review and approval, from time to time. It is the intention of the parties hereto to comply with any applicable usury laws; accordingly, it is agreed that, notwithstanding any provisions to the contrary herein or in any Exhibit A or B, in no event shall this Agreement or any Agency Lease hereunder require the payment or permit the collection of Interest or any amount in the nature of Interest or fees in excess of the maximum amount permitted by applicable law. Any such excess Interest or fees shall first be applied to reduce Principal, and when no Principal remains, refunded to Lessee.

Section 13.11. Lessee's Performance. Time is of the essence. Lessor's failure at any time to require strict performance by Lessee of any of Lessee's obligations shall not waive or diminish Lessor's rights thereafter to demand strict compliance by Lessee.

Section 13.12 No Waiver of Sovereign Immunity. Nothing herein shall be construed as waiving the sovereign immunity of the State of Ohio.

**EXECUTION PAGE OF STATE OF OHIO
MASTER MOTOR VEHICLE FINANCING AGREEMENT**

Agreement Date: _____, 200__

Fiscal Year Commencement Date: July 1, _____

Fiscal Year End Date: June 30, _____

IN WITNESS WHEREOF, Lessor has caused this Agreement to be executed in its corporate name by its duly authorized officer, and the State of Ohio has caused this Agreement to be executed in its name by the Director of the Ohio Department of Administrative Services.

THE STATE OF OHIO

Central Bank
Lessor

By: _____
Hugh Quill
Director of Administrative Services
in the State of Ohio

By: _____
Name
Title

Date: _____

Date: _____

Address:

Address:

Telephone:

Telephone:

Facsimile:

Facsimile:

EXHIBIT A

Form of Approval Letter

[Date]

Dear [Lessor]:

Listed below is the checklist, for the Agency Lease Agreement, submitted to us for review and approval. The Agreement provides for motor vehicles financing between _____, as Lessee, and _____, as the Lessor, for the purchase of (# vehicles), with a total purchase price of \$_____. Pursuant to Ohio Revised Code Section 125.832, the deferred-payment purchase is approved by the Ohio Department of Administrative Services ("DAS"). This acquisition contemplates a total financing amount of \$_____ to be financed for ____ (____) quarters, at an interest rate to be determined on the date of funding with an initial payment no less than thirty (30) days of acceptance as listed on the final payment schedule. By signature below, Lessor has agreed to purchase and finance the motor vehicles per the terms stated above upon the receipt of all documentation required by the Master Motor Vehicle Financing Agreement dated as of _____, 20__ (the "Agreement"), between DAS and the Lessor.

Please ensure the following tasks are completed:

1. A completed General Requisition form (ADM 0500) for each vehicle listed on the attached Motor Vehicle Schedule B-2.
2. A completed Motor Vehicle Schedule Exhibit B.

This Program requires the Lessee's ownership of the motor vehicles to be conveyed through a certificate of title and the documented delivery by seller and acceptance by Lessee of all motor vehicles through a Certificate of Acceptance.

3. The motor vehicles are to be covered by a motor vehicle liability insurance policy or self-insurance maintained by the Lessee or DAS as provided in Section 6.1 of the Agreement upon acceptance thereof by Lessee. Self-insurance may be a formal self-insurance program administered by the Department of Administrative Services, pursuant to section 9.82 et seq of the Ohio Revised Code, or informally through use of Lessee's current appropriations.
4. The lien of the Lessor or its assignee in the motor vehicles should be duly noted in the certificates of title therefore, and by other instruments or documents reasonably required by the Lessor at the time of acceptance of the motor vehicles by Lessee.

Sincerely,

[name]
[title] _____ of the
Ohio Department of Administrative Services

Approved by LESSOR:

Name:
Title:
Date: _____

Motor Vehicle Schedule No. _____

Instructions to Lessee

Dear [Lessee]:

DAS and the Lessor have approved your request for the purchase and financing of the motor vehicles identified by your Requisition No. _____. Upon completion of the order(s) the Lessor shall forward the agency an Order Acknowledgement confirming that the order has been placed with the vendor identified by the agency requisition. Please review the Acknowledgement for accuracy immediately upon receipt. If a discrepancy is found in the order the Lessee is responsible for notifying DAS in writing as to the corrective action required.

1. Upon receipt of all the vehicle(s) within a given motor vehicle schedule the Lessee will complete a Certificate of Acceptance and Acknowledgement of Agency Lease, Exhibit C, for each vehicle and forward the original to the Lessor and send a copy to DAS.
2. The Lessor upon receipt of the completed Certificate of Acceptance and Acknowledgement of the Agency Lease from the Lessee shall issue the final amortization schedule, as represented on page B-2 of the Agreement, to DAS. DAS will issue a pre-approval number for the current fiscal year payments and forward a confirming e-mail and a copy of the final amortization schedule, as represented on page B-2, to the Lessee.
3. The Lessor will provide a written invoice at least thirty (30) days in advance of the scheduled quarterly payment date. Attach a copy of the invoice to the vouchers for periodic payments.
4. The following information is to be submitted with the voucher for each payment made under the Agency Lease:
 - a.) The approved vendor invoice.
 - b.) A copy of the executed Agency Lease with all pages of Exhibits B, C and D.
 - c.) A copy of the purchase order(s) issued.
5. Upon receipt of the warrant for the initial payment, the motor vehicle schedule number is to be entered on the remittance advice, and a facsimile of the warrant and remittance advice is to be transmitted to [name], [Lessor] [fax #].

The voucher is to reference our approval and the Motor Vehicle Schedule number assigned by [Lessor]. The expenditure object codes appropriate for payments under this agreement are _____, principal, and for subsequent payments the interest portion is identified by _____.

We appreciate your participation in the Motor Vehicle Financing Program and hope that you are satisfied with your new motor vehicles. If you have any questions regarding these instructions or if we can be of any additional assistance, please feel free to call me at _____ or _____ at _____.

Sincerely,

[name]
[title] _____ of the
Ohio Department of Administrative Services

Approved by LESSOR:

Name:
Title:
Date: _____

MOTOR VEHICLE SCHEDULE NO. _____

PAYMENT SCHEDULE

Funding Date: _____
 Index: _____
 Interest Rate: _____

Payment Number	Payment Date	Total Payment	Principal Component	Interest Component	Prepayment Price*
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					
18.					
19.					
20.					
		\$	\$	\$	\$

* Including Rental Payment due on such date, plus any other amounts accrued and unpaid on such date.

ACKNOWLEDGMENT OF PAYMENT SCHEDULE:

Ohio Department of Administrative Services

By: _____

Print Name: _____

Title: _____

MOTOR VEHICLE SCHEDULE NO. _____

EXHIBIT C

**Certificate of Acceptance and
Acknowledgment of Agency Lease**

I, the undersigned, hereby certify that I am the duly qualified and acting officer of the Lessee identified below and, with respect to the above-referenced Motor Vehicle Schedule dated _____, _____ to the Agency Lease dated as of _____, by and between the Lessee and _____ ("Lessor"), represents and warrants that:

1. The motor vehicles described in Exhibit B, page B-2 (the "Motor Vehicle Group") purchased from [Vendor] , and properly invoiced, have been delivered in accordance with the Lessee's Specifications, are in good working order and are fully operational and have been fully accepted by Lessee on the ____ day of _____, _____.

2. The Lessee has legally available funds in the current fiscal biennium of the State of Ohio (the "State") sufficient to pay all Rental Payments required to be paid under the Agency Lease during such current biennium, and, such money will be applied in payment of all such Rental Payments due and payable during such current biennium.

3. During the Lease Term, the Motor Vehicle Group will be used by the Lessee to perform essential governmental functions. Such functions are: _____

4. There is no litigation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or governmental body that challenges the organization or existence of the Lessee; the authority of the Lessee or its officers or its employees to enter into the Agency Lease; the proper authorization, approval and execution of the Agency Lease or any related documents; the appropriation of money by the Ohio General Assembly; or any other action taken by the State, the Ohio Department of Administrative Services, or the Lessee to provide money, sufficient to make Rental Payments coming due under the Agency Lease in the current State biennium; or the ability of the Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

5. Rental Payments shall be due and payable by the Lessee on the dates and in the amounts indicated on Page B-2 of the above-referenced Motor Vehicle Schedule.

6. No Non-Appropriation and no Event of Default or any event which, with the passage of time or the giving of notice, would constitute a default has occurred under the Agreement.

7. Lessee will maintain each motor vehicle in the Motor Vehicle Group in good repair and operating condition based on the manufacturer's guidelines for such motor vehicle, with normal wear and tear excepted.

8. All capitalized terms herein have the meanings ascribed to them in the Agreement.

AGENCY ACKNOWLEDGMENT REGARDING THE AGENCY LEASE

The Lessee desires to obtain certain motor vehicles, and the Lessee hereby determines that it is necessary and desirable and in the best interests of the Lessee to enter into an Agency Lease (the "Agency Lease") with _____ ("Lessor") for the purposes of financing the acquisition of the Motor Vehicles described in Motor Vehicles Schedule No. _____. The execution and delivery of the Agency Lease, the exhibits and schedules thereto and such other instruments and documents related thereto, by the Lessee and the financing of the acquisition of such Motor Vehicle have been approved by the Lessee, and Lessee acknowledges that, by execution hereof, Lessee agrees to be bound by the provisions applicable to "Lessee" under the State of Ohio Master Motor Vehicle Financing Agreement between Lessor and the State of Ohio, acting by and through the Ohio Department of Administrative Services, dated as of _____, 20____ (the "Agreement").

Lessee: _____
By: _____
Title: _____
Date: _____
Address: _____
Telephone: _____
Facsimile: _____

EXHIBIT D

Opinion of State Counsel
(to be typed on letterhead of _____)

[insert date]

Ohio Department of Administrative Services
Columbus, Ohio 43215

[Lessor]

Re: **State of Ohio Master Motor Vehicle Financing Agreement dated as of _____, 20____, by and between _____ ("Lessor") and the State of Ohio acting by and through Ohio Department of Administrative Services**

Ladies and Gentlemen:

I have acted as counsel to the State of Ohio in connection with the State of Ohio Master Motor Vehicle Financing Agreement (the "Agreement") described above and various related matters, and in this capacity have reviewed duplicate originals or certified copies thereof and the form of the Motor Vehicle Schedule attached to the Agreement and to be executed pursuant thereto (together, the "Agency Lease"). Based upon the examination of these and such other documents as I deem relevant, it is my opinion that as of the date of this letter:

1. Each Agency as defined in the Agreement is an agency of the State of Ohio (the "State"), duly organized, existing and operating under the Constitution and laws of the State.
2. Each Agency is authorized and has power under applicable law to enter into an Agency Lease, and to carry out its obligations thereunder and the transactions contemplated thereby, subject to legislative appropriation.
3. The Agreement has been duly authorized and approved, and constitutes the legal, valid and binding contract of the State enforceable in accordance with its terms, except to the extent limited by State and federal law affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.
4. Each Agency Lease, when executed and delivered by and on behalf of the Agency, will constitute the legal, valid and binding contract of each Lessee enforceable in accordance with its terms, except to the extent limited by budget appropriations and by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.
5. The execution of each Agency Lease and the appropriation of money to pay the Rental Payments coming due thereunder do not and will not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by each Agency.
6. There is no litigation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or governmental body that challenges the authority of the Ohio Department of Administrative Services to enter into the Agreement; or, to the best of my knowledge, challenging the authority of State Agencies generally to enter into Agency Leases, the power of the Ohio General Assembly to appropriate money to make Rental Payments, or the ability of State Agencies to perform their obligations under the transactions, all as contemplated by the Agreement, and, to the best of my knowledge, no such litigation or actions are threatened.
7. The Order of the Director of the Department of Administrative Services which authorized the Agreement was duly and validly adopted by such Director on _____, 20____, and such Order has not been amended, modified, supplemented or repealed and remains in full force and effect.

Very truly yours,

(type name and title under signature)

EXHIBIT E

ARBITRAGE AND TAX CERTIFICATE

I, the undersigned, hereby certify that I am the duly qualified and acting officer of the agency of the State of Ohio identified below ("Lessee"), and that in my official capacity as such officer, I am responsible for executing and delivering on behalf of Lessee the Agency Lease as defined in that certain State of Ohio Master Motor Vehicle Financing Agreement dated as of _____, 20____, (the "Master Lease Agreement") by and between the State of Ohio and _____ ("Lessor") and as evidenced by Motor Vehicle Schedule No. _____. This Certificate is being issued pursuant to Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and Treasury Regulations, Sections 1.148-0 through 1.148-11 and 1.150-1 and 1.150-2 (the "Regulations"). The following facts, estimates and circumstances are in existence on the date of this Certificate or are reasonably expected to occur hereafter.

1. The Agency Lease provides for the financing by Lessor of the acquisition of certain motor vehicles described in Motor Vehicle Schedule No.____ thereto (the "Motor Vehicles") and the lease of the Motor Vehicles by Lessee from Lessor. Pursuant to the Agency Lease, Lessee is required to make Rental Payments with respect to the Motor Vehicles, comprising principal and interest, on the dates and in the amounts set forth in applicable Motor Vehicle Schedule to the Agency Lease.
2. A contract or purchase order dated as of _____, providing for the acquisition and delivery of the Motor Vehicles has been executed between Lessor and the Vendor or Vendors of each Motor Vehicle.
3. The Motor Vehicles will be acquired with due diligence and, based upon the provisions of the contract or purchase order described in paragraph 4 hereof, the Motor Vehicles will be acquired on or before _____.
4. All of the spendable proceeds of the financing will be expended on the Motor Vehicles and related expenses within three years from _____ [insert date of initial draw under Master Lease Agreement.]
5. The original proceeds of Motor Vehicle Schedule No. _____, and the interest to be earned thereon, do not exceed the amount necessary for the purpose for which the Lease and such Motor Vehicle Schedule are issued.
6. The interest of Lessee in the Motor Vehicles has not been and is not expected during the term of the Agency Lease to be sold or disposed of by Lessee.
7. No sinking fund is expected to be created by Lessee with respect to the Agency Lease and the Rental Payments.
8. Lessee hereby covenants to comply with all requirements of the Code and Regulations relating to the rebate of arbitrage profit to the United States of America. It is expected that all gross proceeds of the financing will be expended on the Motor Vehicles no later than the day which is six months after the date of issuance of Motor Vehicle Schedule No. _____.
9. Neither the proceeds of the financing nor the Motor Vehicles financed therewith shall be used for any "private business use" within the meaning of Section 141(b)(6) of the Code. No proceeds of the financing will be used to make or finance a loan to another person.

- 10. The payment of Rental Payments is not guaranteed, directly or indirectly, in whole or in part by the United States or any agency or instrumentality thereof, nor is it otherwise federally guaranteed within the meaning of Section 149(b) of the Code.
- 11. To the best of the knowledge and belief of the undersigned, the expectations of Lessee, as set forth above, are reasonable, and there are no present facts, estimates and circumstances which would change the foregoing expectations.
- 12. Lessee has not been notified of the listing or proposed listing of it by the Internal Revenue Service as an issuer whose arbitrage certificates may not be relied upon.

WITNESS my hand this ____ day of _____, 20__.

Lessee

By: _____

Title: _____

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

BID CONTRACT NO.: OT905810-1(06/30/12)



Contractor OAKS ID# 177569

Central Bank
238 Madison Street
Jefferson City, MO 65101

TERMS: Net 30 Days

DELIVERY: As Specified

CONTRACTOR'S CONTACT: Lauren Reinsch

Telephone: (573) 634-1250
FAX: (573) 634-7466
E-Mail: lauren_reinsch@centralbank.net