

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
MASTER LEASING AGREEMENT

THIS AGREEMENT (the "Master Leasing Agreement") is between Dell Financial Services L.L.C ("Lessor") and the State of Ohio, by the Department of Administrative Services for its various agencies, boards, commissions, and other entities (the "Lessee" or "State").

Background. Many vendors have a State Term Schedule contract ("STS") with the State of Ohio. The STS establishes terms and conditions under which Ohio state agencies (including any board, commission, department, institution, instrumentality, or other political body) and Ohio political subdivisions may buy the products listed in those STSs. But the STSs only permit such; they in no manner obligate the State to do so. Also, an STS contemplates only purchases of a vendor's products listing on the vendor's STS, but the State and its political subdivisions may from time to time want to lease the property instead, whereby the Lessee will have the use of the product(s) but will not acquire any ownership interest in the property or acquire the ownership only at the end of a lease term, except as provided in Section 23. This Master Leasing Agreement is designed to permit the leasing of such products by entities that may use the STS to buy those products by providing lease pricing equivalent to Dell, Inc's federal General Services Administration ("GSA") Schedule price indexing. When that occurs, the entity leasing the product or products hereunder will be deemed the "Lessee", the vendor whose product or products are acquired from an STS will be deemed the "Supplier", and the product or products will be deemed the "Property". Unless the State leases the property for its own use on a Schedule hereunder, the State is not a party to the Schedules executed under this Master Leasing Agreement and is not responsible for payments thereunder ("Rent") or other obligations under such Schedule(s). Unless the Department of Administrative Services expressly authorizes otherwise in writing, no Property may be leased hereunder except products listed on an active STS with the Department of Administrative Services.

1. **Lease Agreement.** From time to time, at the request of Lessee and during the term of this Master Leasing Agreement, Lessor, in its sole discretion, may agree to purchase property from Supplier's current STS with Lessee and make said property available to Lessee for lease. When Lessee wants to lease property available under the Supplier's STS from Lessor, Lessee may do so by issuing a purchase order referencing this Master Leasing Agreement and Supplier's STS and listing the individual items of the property that Lessee wants to lease under the particular purchase order. Subject to Lessor's acceptance of Lessee's purchase order, the property will be leased under the terms of this Master Leasing Agreement. Property leased in this manner is referred to as the "Property" throughout this Master Leasing Agreement. Lessee may not use, and Lessor will not accept, orders under this Master Leasing Agreement to lease anything other than the Property that is listed on Supplier's STS at the time an order is placed.

2. **Exhibits and Definitions.** When Lessee leases any Property, Lessee will execute copies of all appropriate Exhibits as well as issue a purchase order. Those Exhibits are described below:
 - 2.1 Exhibit "A" – "Lease Schedule(s)." Referred to herein as a "Lease Schedule."
 - 2.2 Exhibit "B" – "Certificate of Acceptance"
 - 2.3 Exhibit "C" – "Essential Use Letter" (for use with Lease Schedules with the State of Ohio only)
 - 2.4 Exhibit "D" – "Opinion of Lessee's Counsel" (for use with Lease Schedules for \$250,000 or more with Political Subdivisions only)
 - 2.5 Exhibit "E" – "Lessee's Certificate" (for use with Lease Schedules with Political Subdivisions only)
 - 2.6 Exhibit "F" - "Insurance Requirements"
 - 2.7 Exhibit "G" – Sample of a "Proper Invoice" deemed acceptable to the State of Ohio
 - 2.8 Exhibit "H" – Lessor's End of Lease Guide, as may be amended from time to time and in effect at the commencement of each Lease Schedule.

These exhibits in the form approved by the State of Ohio's Department of Administrative Services are the only documents any entity using this Master Leasing Agreement may execute to evidence a transaction under this Master Leasing Agreement, other than an entity's standard purchase order. Where the Lessee is an entity other than the State of Ohio, (i) an Opinion of Lessee's Counsel and (ii) Lessee's Certificate in forms similar to those set forth in Exhibit D and Exhibit E as agreed upon by Lessor and such political subdivision lessee will also be required. The Master Leasing Agreement is the Lessee's leasing contract, which has been prepared in accordance with Lessee's specifications, and constitutes legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with, and compliance with all applicable laws of the State of Ohio. None of these exhibits or the purchase order may contain additional terms and conditions unless specifically approved in writing by Department of Administrative Services. The Lessee's purchase order may contain pre-printed terms and conditions, but they will not apply to the transaction, except for information regarding invoicing, notice address, and such other information as is necessary to complete the transaction.

The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Fair Market Sale Value" or "FMSV" means the value of each item of Property for a proposed Schedule, calculated for each end of the Lessor's fiscal year during the Lease Term as well as for the end of the Lease Term, if not coinciding with

the end of the Lessee's fiscal year. Unless otherwise specified herein the FMSV will be as determined between Lessor and Lessee in a Stipulated Loss Value table included on each individual Lease Schedules.. In determining the Fair Market Sale Value of the Property, such Fair Market Sale Value shall be calculated on the assumption that the Property is in the condition and repair required by Section 21.4 hereof. FMSV must always be determined before entering into a Schedule and must always be included as part of all Schedules entered into hereunder for use if Lessee decides to exercise its option to purchase the Property under Section 23 hereof. So long as Lessee is current in its payment obligations hereunder and no event of default has occurred or is continuing, Lessee shall have the right to purchase at any time during the Lease all, but not part, of the Property on a Schedule for the FMSV stated on the applicable Schedule.

"Lease Term" means, with respect to a Lease Schedule, the term for such Lease Schedule executed hereunder, which shall be set forth in the Lease Schedule.

"Lessee" means any Ohio state agency (including any board, commission, department, institution, instrumentality, or other political body) and Ohio political subdivision of the state who enters into its own separate Schedule hereunder. Entering into a schedule by one Lessee in no way obligates said Lessee to the Rent and other payments or obligations made by other Lessees under such Schedule(s).

3. Effective Date, Term, Acceptance, Cancellation.

3.1 When Lessor, in its sole discretion, accepts an order, Lessor will lease to Lessee, and Lessee will lease from Lessor, the Property described on the order for a period starting on the date in the copy of Exhibit B that is executed with or soon after issuance of the purchase order. The term of the leasing for the order will end on the earlier of the date the last payment listed on Exhibit A is actually made or the date that Lessee's current appropriation period ends. At its option, Lessee may renew the particular order for successive terms, but no successive term may extend beyond the end of Lessee's then-current appropriation period. No Lease Term under this Master Agreement may extend beyond 60 months, including all renewals. The current appropriation period for the State of Ohio is a biennium established as a two-year period commencing on July 1 of an odd-numbered year and concluding on June 30 of an odd-numbered year.

3.2 Once Lessee has issued a purchase order and executed the applicable Exhibits, Lessee will be bound to perform under this Master Leasing Agreement with respect to the applicable Property covered by the order, subject only to Lessee's acceptance of the Property once it meets the requirements for acceptance in the Supplier's STS and Lessee's right to terminate the leasing under this Master Leasing Agreement.

3.3 Acceptance of the Property means that the Property has been delivered and accepted by Lessee for all purposes of this Master Leasing Agreement. Date of such acceptance will be evidenced by the Certificate of Acceptance and will constitute the Effective Date. Lessee cannot limit or revoke its acceptance at any later date. The Lease Term will begin upon Lessee's acceptance, which will be evidenced by Lessee's issuance of a purchase order and execution of all the attached Exhibits. After Lessee's acceptance of the Property, Lessee may not cancel the accepted order during the Lease Term except as expressly provided in this Master Leasing Agreement.

4. Leasing, Term and Payment. Subject to the express exceptions in this Master Leasing Agreement, Lessee agrees to make the periodic lease payments to Lessor on the applicable copy of Exhibit "A" on or before the Payment Due Date.

5. Interest on Overdue Payments. Section 126.30 of the Ohio Revised Code (the "Code") applies to this Master Leasing Agreement and requires payment of interest on overdue payments for all proper invoices in accordance with its provisions.

6. Payment Due Date.

Payments under this Master Leasing Agreement will be due on the 30th calendar day after the later of:

- (1) The date of actual receipt of a proper invoice in the office designated to receive the invoice, or
- (2) The last day of the month following acceptance of the Property

7. Invoice Requirements.

7.1 Invoices must be submitted in an original and three copies to the office designated in the purchase order "bill to address" to receive invoices. A sample of a proper invoice is attached as Exhibit "G" herein and includes the following information:

- (1) Name and address of Lessor, or a proper assignee, as designated in this Master Leasing Agreement.
- (2) Federal Tax Identification Number of Lessor, or a proper assignee, as designated in this Master Leasing Agreement.
- (3) Invoice remittance address as designated in this Master Leasing Agreement.
- (4) The purchase order number authorizing the delivery of the Property.

(5) Description, including time period, serial number, when applicable, unit price, quantity and total price of Property actually delivered and specified in the purchase order. The lease payment numbers (e.g., 1 of 36), must also be indicated.

7.2 As to the State only, if the parties mutually agree to electronic invoicing and the process and procedures for such electronic invoicing; and provided the State implements a mandatory system of electronic invoicing for all vendors, then such invoicing for Lessees who are an agency of the State shall be in accordance with the process and procedures for such mandatory invoicing system.

8. Improper Invoices.

8.1 If an invoice contains a defect or impropriety and/or it is not a proper invoice as defined above, the Lessee will give Lessor written notice along with the improper invoice. The Lessee will mail the notice to the Lessor's address designated for receipt of purchase orders within 15 calendar days after receipt of the defective invoice. The notice will contain a description of the defect or impropriety and any additional information necessary to correct the invoice. Once the notice has been sent, the required payment date will be the latter of 30 days after receipt of a proper invoice or the last day of the month of service contained in the applicable copy of Exhibit A.

8.2 Lessor will apply each payment Lessee makes only to the applicable order covered by the invoice being paid and only to the payment to which the invoice pertains.

9. Expense and Non-Appropriation .

9.1 THE OBLIGATION OF LESSEE TO PAY UNDER THIS MASTER LEASING AGREEMENT WILL CONSTITUTE AN EXPENSE OF LESSEE AND WILL NOT BE A DEBT OF LESSEE IN CONTRAVENTION OF ANY CONSTITUTIONAL OR STATUTORY LIMITATIONS ON THE CREATION OF INDEBTEDNESS BY LESSEE, AND NOTHING IN THIS MASTER LEASING AGREEMENT CONSTITUTES A PLEDGE OF LESSEE'S GENERAL TAX REVENUES, FUNDS, OR PROPERTY.

9.2 Lessee's funds are contingent on the availability of lawful appropriations by the Ohio General Assembly, or in the case where Lessee is an entity other than the State of Ohio, Lessee's legislative body or funding authority. If the Ohio General Assembly or, in the case where Lessee is an entity other than the State of Ohio, Lessee's legislative body or funding authority fails to continue funding for any payments under this Master Leasing Agreement, Lessee's payment obligation will terminate with respect to the unfunded Property as of the date that the funding expires and Lessee shall return such Property to Lessor. (See Section 20.4)

10. **OBM Certification.** This Master Leasing Agreement is subject to Section 126.07 of the Code, which provides, in part, that orders under this Master Leasing Agreement will not be valid or enforceable until the Director of the Office of Budget and Management, or equivalent in the case where Lessee is an entity other than the State of Ohio, certifies that there are proper funds available to pay the obligation.

11. **Taxes.** In addition to Rent, Lessee must pay sales, use, excise, property, and value added taxes, if any related to the sale or possession of the Property or regarding the Lease Schedule (such as a documentation fee or lease tax, if any). Lessee also must pay any fees, levies or assessments lawfully assessed or levied against Lessor or with respect to its ownership or Lessee's use of the Property ("collectively "Taxes"). Lessee is not obligated to pay any other taxes fees or charges assessed against Lessor for doing business or engaging in the transactions hereunder. Should Lessee, or Lessor on Lessee's behalf, cause any customs, duties, or surcharges on imports or exports (collectively, "Duties"), it will also be responsible for those. Lessee also is responsible for all costs it incurs related to its possession and use of the Property, including but not limited to shipment, delivery, installation, and insurance. Lessee shall provide Lessor with a tax exemption certificate acceptable to the relevant taxing authority upon Lessor's demand (prior to Lessor's payment of Taxes and Duties). Lessee will pay all utility and other charges incurred in the use and maintenance of the Products.

12. **Use.** Lessee will give Lessor reasonable access to the location of the Property so that Lessor can check its existence, condition and proper maintenance. Lessee will also use the Property so that Lessor can check its existence, condition and proper maintenance. And Lessee will use the Property only for lawful purposes, in the manner for which it was intended, and as required by all applicable manuals and instructions. Additionally, Lessee will keep the Property in good repair, condition, and working order, ordinary wear and tear excepted, and will not alter or modify the Property in any way that would impair its value or originally intended use.

13. **Maintenance, Waiver of Claims, Respecting Maintenance.** At its own expense, Lessee will keep the Property in good condition, ordinary wear and tear excepted, and will have the Property serviced as the manufacturer recommends. All replacement parts will be free and clear of liens, encumbrances, and claims of others, and will become part of the Property and subject to this Master Leasing Agreement and any order under this Master Leasing Agreement. Lessee waives all claims of setoff against, and defenses to, the enforcement of this Master Leasing Agreement, provided only that such does

not arise from a breach of this Master Leasing Agreement by Lessor. Lessee will pursue any claims it has against Lessor regarding the Property directly with the Supplier under the STS, or as otherwise permitted by law, rather than through or under this Master Leasing Agreement.

14. **Alterations.** Lessee may, at its own expense, install any property or accessories that may be necessary or convenient for its use of the Property provided that such property or accessories do not impair the value or utility of the Property. All such property and accessories may be removed by Lessee if Lessor is entitled to possession of the Property under this Master Leasing Agreement, provided that any resulting damage will be repaired at Lessee's expense. Any such property or accessories not removed will be part of the Property.
15. **Liens.** Neither party will allow any third-party to have an interest or claim on the Property, and Lessor warrants that it, or its affiliate, owns the Property free and clear of third-party interests. This Section shall not be construed as to restrict Lessor's ability to assign its rights under Section 25.
16. **Damage to or Destruction of Property.**
 - 16.1 If all or any part of the Property is lost or damaged beyond repair ("Casualty"), Lessee will, within ninety (90) days replace the affected Property with similar or better property ("Replacement Property"). All Replacement Property will be subject to this Master Leasing Agreement as Property, including the applicable periodic rental payments, which shall not abate because of the Casualty. Insurance proceeds, if any, received by Lessor, with respect to any Casualty, will be paid to Lessee once Lessee acquires appropriate Replacement Property.
 - 16.2 If any of the Property under an order is the subject of a Casualty and Lessee fails to properly repair it or acquire proper Replacement Property, Lessor may, at its option, terminate this Master Leasing Agreement as to the Property affected by the Casualty, and Lessee will be obligated to pay to Lessor the Stipulated Loss Value as stated on each applicable Lease Schedule, plus any accrued Lease Payment from the date the last Lease Payment was made through the date of the Casualty. But Lessee will be entitled to a credit against this amount for any insurance proceeds that Lessor receives or is entitled to from the Casualty.
17. **Excusable Delays.** The parties to this Master Leasing Agreement will not be responsible for failure to perform due to causes beyond their reasonable control, but a party that is unable to perform due to circumstances beyond its control will immediately notify the other party and take all commercially reasonable steps to perform its obligations as soon as reasonably possible. .
18. **Insurance.** Upon Lessor's reasonable request, Lessee will, at its own expense, during the Lease Term maintain (a) property insurance insuring the Property against loss or damage by fire and all other risks covered by the standard extended coverage endorsement in use in the State, and any other risks reasonably required and covered by insurance by Lessor, in an amount at least equal to the then applicable replacement value of the Property, and (b) workers' compensation coverage as required by the laws of the State. Lessee shall furnish to Lessor evidence of such insurance coverage or self-funding throughout the Lease Term. All such insurance will be with insurers that are authorized to issue such insurance in the State. (See Exhibit F).
19. **Disclaimers of Warranties; Assignment of Supplier Warranties.**
 - 19.1 LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, DIRECTLY OR INDIRECTLY, REGARDING THE FITNESS, CONDITION, OR QUALITY OF THE PROPERTY UNDER THIS MASTER LEASING AGREEMENT. ALL REPRESENTATIONS AND WARRANTIES ARE CONTAINED IN THE STS, AND LESSEE WILL BE ENTITLED TO PURSUE THOSE RIGHTS AND REMEDIES UNDER THE STS WITH SOLELY THE SUPPLIER, BUT NOT AGAINST LESSOR OR ANY ENTITY TO WHOM LESSOR HAS ASSIGNED ITS RIGHTS UNDER THIS MASTER LEASE AGREEMENT, WHETHER BY WAY OF NON-PAYMENT OR SETOFF UNDER THIS MASTER LEASING AGREEMENT OR OTHERWISE. .
 - 19.2 NOTWITHSTANDING ANY DAMAGES PROVIDED FOR UNDER SECTION 24 HEREIN FOR DEFAULTS AND REMEDIES, NEITHER PARTY WILL BE LIABLE TO THE OTHER OR TO ANY OTHER PERSON OR ORGANIZATION, FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS MASTER LEASING AGREEMENT.
 - 19.3. Provided no Event of Default has occurred and is continuing, Lessor assigns to Lessee for the Lease Term the benefit of any Product warranty and any right of return provided by any Supplier.
20. **True Lease Provisions.**
 - 20.1 **Tax Benefits:** Lessee acknowledges that unless otherwise agreed by Lessor, Lessor intends to claim all available tax benefits of ownership with respect to the Property (the "Tax Benefits"). Notwithstanding anything herein to the contrary, if Lessor shall not be entitled to, or shall be subject to recapture of, the Tax Benefits, as a result of any

breach of this Agreement or a misrepresentation of Lessee, Lessor will be entitled to its actual and direct damages, as determined by a court of competent jurisdiction.

- 20.2 Advances.** If Lessee fails to either maintain the insurance required by the Master Leasing Agreement or keep the Property in good repair and working order, Lessor may, but shall be under no obligation to, purchase the required insurance and pay the cost of the premiums thereof or maintain and repair the Property and pay the cost thereof. All amounts so advanced by Lessor will constitute additional rent for the Lease Term for the Lease Schedule for which the Property is under and shall be due and payable on the next payment date for a Lease Payment and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the date such amounts are advanced until paid at the rate specified in Section 6.
- 20.3 Nature of Transaction; True Lease.** It is the express intent of the parties that all Lease Schedules entered into under the Master Leasing Agreement constitute true leases and not sales of Property pursuant to Article 2A of the Uniform Commercial Code ("UCC"). Title to the Property shall at all times remain in Lessor, and Lessee shall acquire no ownership, title, property, right, equity, or interest in the Property other than its leasehold interest solely as Lessee subject to all the terms and conditions hereof.
- 20.4 Shipment of Property.** In most instances under STS terms and conditions, shipment to Lessee is included in the price of the Property. When it is not, Lessee will be responsible for the shipping costs. In addition, the parties may by mutual agreement include in the Rent any incidental or incremental costs for upfront, installation services only completed and accepted in full by the Lessee prior to the Commencement date of the Lease Schedule. No additional services may be included on the Lease Schedules. Upon the expiration of the Lease Term or earlier termination of the Lease Term due to an event of non-appropriation under Subsection 10.2, Lessee, at its sole expense, shall assemble and return the Property to Lessor by delivering such Property F.A.S. or F.O.B. to such location within the continental United States only or with such carrier (packed for shipping) as Lessor shall specify. Lessee agrees that the Property, when returned, shall be in the condition required for it to be maintained under Section 14 hereof, and in accordance with the Lessor's return policy as stated in its End of Lease Guide, as may be revised from time to time, attached for reference herein as Exhibit H. All components of the Property shall have been properly serviced, following the manufacturer's written operating and servicing procedures, such that the Property is eligible for a manufacturer's standard, full service maintenance contract without Lessor's incurring any expense to repair or rehabilitate the Property. If, in the reasonable opinion of Lessor, any Property fails to meet the standards set forth above, Lessee agrees to pay within 30 days all costs and expenses incurred in connection with repairing such Property and restoring it so as to meet such standards. If Lessee fails to return any Property as required hereunder, then all of Lessee's obligations under the Master Leasing Agreement and the applicable Lease Schedule (including, without limitation, Lessee's obligation to pay Lease Payments for such Property in the amounts then applicable under the Lease Schedule, which shall be paid as damages to Lessor) shall continue in full force and effect until such Property shall have been returned in the condition required hereunder.

21. Non-Abatement. Lessee agrees that it will make all payments due under this Master Leasing Agreement and not make or claim any offset against such payments. Except as otherwise expressly provided in this Master Leasing Agreement, Lessee agrees that there will be no abatement of payments due under this Master Leasing Agreement because of any claim regarding the Property. Lessee agrees that its remedies in any such case will be solely against the Supplier under the STS, or otherwise at law or in equity, and not under this Master Leasing Agreement or against any assignee of Lessor under this Master Leasing Agreement.

22. Option Terms. So long as no Default or Event of Default occurs and continues and Lessee has given Lessor at least 90 days but not more than 180 days prior written notice (the "Option Notice"), Lessee will have the following purchase and extension options at the expiration of the Lease Term, or any extension of the Lease Term (an "Extension Term"), to: (i) renew the Lease Term on a month-to-month basis with rental payments on a pro rata basis, unless otherwise agreed to by the parties; (ii) purchase all, but not less than all, Property under a Lease Schedules for a purchase price (the "Purchase Option Price"), which unless otherwise agreed to by the parties, shall be the Stipulated Loss Value as stated on the Lease Schedule; or (iii) return such Property to Lessor pursuant to, and in the condition required by, the Master Leasing Agreement.

If Lessee fails to give Lessor the Option Notice, Lessee will be deemed to have chosen option (i) above, subject to the limitations set forth in Sections 3.1 and 9 of this Agreement.

23.

Payment of the Purchase Option Price, applicable sales taxes, together with all other amounts due and owing by Lessee under the Master Leasing Agreement (including, without limitation, Lease Payments) during such Lease Term will be made on the last day of the Lease Term in immediately available funds against delivery of a bill of sale transferring to Lessee all right, title and interest of Lessor in and to the Property ON AN "AS IS" "WHERE IS" BASIS, WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE PRODUCT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. LESSOR MAY SPECIFICALLY DISCLAIM ANY SUCH REPRESENTATIONS AND WARRANTIES.

23. Defaults and Remedies.

- 23.1 Each of the following is an "Event of Default" by Lessee:
- (a) Lessee fails to make payment when due under this Master Leasing Agreement.
 - (b) Except as provided for under Section 25.1, Lessee attempts to or does assign, transfer, or otherwise dispose of or abandon the Property, or any part of the Property.
 - (c) Lessee fails to comply with any covenant or condition of this Master Leasing Agreement for thirty (30) days after notice thereof.
 - (d) Lessee becomes insolvent or admits, in writing, to its inability to pay its debts as they mature.
 - (e) A trustee or receiver is appointed for Lessee or a substantial part of its property.
 - (f) Bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding is entered into by or against Lessee.
- 23.2 On any Event of Default, Lessor may exercise any combination of the following remedies:
- (a) Enforce this Master Leasing Agreement by appropriate action to collect amounts due or require the defaulting party to perform its obligations under this Master Leasing Agreement.
 - (b) Thirty (30) days following written notice, take possession of the affected Property with a proper court order or any process of law.
 - (c) Following 30 days written notice, sell or release the affected Property, or any portion, for Lessor's account at public or private sale, on cash or credit.
 - (d) Terminate any affected Lease Schedules under this Master Leasing Agreement and terminate this Master Leasing Agreement, subject of the last paragraph of this section, below.
 - (e) Pursue and exercise any other remedy available at law or in equity, including but not limited to any action to recover any expenses and costs incurred as a result of the Event of Default.
- 23.3 An Event of Default with respect to one order under this Master Leasing Agreement will not affect the rights or obligations of the parties with respect to other orders that are unaffected by the Event of Default. Any termination of this Master Leasing Agreement will leave all orders currently in place unaffected, and they will continue in place under this Master Leasing Agreement. If the termination is due to an Event of Default under this Master Leasing Agreement, any order that is affected by the Event of Default may also be terminated, but no others.

24. **Assignment.**

- 24.1 Without the prior written consent of Lessor, Lessee will not (a) assign, transfer, pledge, hypothecate, or otherwise dispose of its rights or obligations under this Master Agreement or the Property, (b) sublet the Property, or (c) permit the Property to be used for any purpose not permitted by this Master Agreement.
- 24.2 Except as provided in this section, Lessor will not assign any of its rights or obligations under this Master Agreement without the prior written consent of Lessee, which Lessee will not be obligated to give.
- 24.3 To the extent permitted by applicable law, Lessor but subject to the rights of Lessee, may transfer, assign, or grant title or a security interest, if permitted by Ohio law, in any Product, this Agreement, any Schedule, or any rights and obligations hereunder or thereunder in whole or in part to an affiliate of Lessor (internal to the Dell, Inc. corporate structure only), provided that such transfer, assignment or grant will not relieve Lessor of its obligations to Lessee and will not materially change Lessee's duties or materially increase the burdens and risks imposed on Lessee.
- 24.4 For all assignments made to third parties outside of the Dell, Inc. corporate structure and subject to Lessee's approval, on sixty (60) days advance written notice to Lessee, Lessor may assign all of its rights and obligations with respect to any order under this Master Agreement, including all payments of any kind that are due or that may become due with regard to any such an order, But the Lessor is limited to two (2) such assignments for each order. An assignee must agree in writing to the terms and conditions of this Master Agreement and must assume all rights and obligations with respect to any order assigned to it. In the case of an assignment of an order, the assignee of Lessor will become the Lessor with respect to the assigned order(s) for all purposes of this Master Agreement and will have all rights and obligations of the preceding Lessor under this Master Agreement with respect to the assigned order(s).
- 24.5 An assignment of Lessor's rights under Section 25.3 will be effective on Lessee's approval, and the expiration of the 60 days advance written notice to Lessee disclosing the name, address, and Federal tax identification number of the assignee. Lessee may require the assignee's written agreement to comply with the terms and conditions of this Master Leasing Agreement for its approval of the assignment.
- 24.6 Lessee agrees, in the event of an assignment, that it will execute any and all documents reasonably required by the assignee to show evidence of the assignment, but no such document may in any manner alter or amend the terms and conditions of this Master Leasing Agreement.
- 24.7 During the Lease Term, in the event Lessor assigns its right, title and interest in a Lease Schedule and the Property thereunder, such Assignee hereby assigns to Lessee all rights that Assignee may have to assert from time to time

whatever claims and rights (including without limitation warranties) related to the Property against the Lessor and any original vendor of the Property (collectively, the "Supplier"). Lessee's sole remedy for the breach of such warranty, indemnification or representation will be against the Supplier of the Property, and not against any assignee, nor shall such matter have any effect whatsoever on the rights and obligations of any assignee with respect to the Lease Schedule and the Master Leasing Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that any assignee makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties of the Supplier of the Property.

25. **Personal Property.** The Property is and will remain personal property.
26. **Lessor's Right to Perform for Lessee.** If Lessee fails to make any payment or comply with any of its obligations under this Master Agreement, Lessor may, but will not be required to, make such payment or comply with such covenants and obligations on behalf of Lessee, and the amount of any such payment and the expenses incurred by Lessor in performing Lessee's obligations together with interest (at the rate provided elsewhere in this Master Agreement) will be payable by Lessee to Lessor, and if applicable, as determined by a court of competent jurisdiction, unless such failure to pay is due to an event of default by the Lessor or an event of non-appropriation.
27. **Title.** Title to each item of the Property will remain with Lessor or its affiliates, and Lessee will have no interest in the Property other than as expressly given in this Master Agreement.
28. **Notices.** All notices under this Master Leasing Agreement will be in writing and mailed, postage prepaid, by first class, certified mail, return receipt requested, unless otherwise proceeded in this Master Leasing Agreement. A notice will be effective upon receipt. Unless Lessee receives notice to the contrary, in accordance with this section, Lessee agrees to send its written notices to:

Dell Financial Services L.L.C.
One Dell Way PS2-CO41
Round Rock, TX 78682

Unless Lessor receives notice to the contrary, in accordance with this section, Lessor agrees to send its written notices to the "bill to" address in the applicable Lease Schedule covering each Lease Schedule affected by the notice. Each notice in which Lessee is the State of Ohio will also be sent to:

Department of Administrative Services
Office of State Purchasing
State Term Schedule Unit
4200 Surface Road
Columbus, Ohio 43228

29. **Political Subdivisions.** This Master Leasing Agreement may be relied on by counties, townships, municipalities and other political subdivisions of Ohio (collectively "Political Subdivisions"). Whenever a Political Subdivision relies on this Master Leasing Agreement to issue a purchase order, the Political Subdivision will step into the shoes of the Lessee under this Master Leasing Agreement, and, as to the Political Subdivision's order and Lease Schedule, this Master Leasing Agreement will be between the Lessor and the Political Subdivision. The Lessor will look solely to the Political Subdivision for performance, including payment, and each Political Subdivision Lessee will hold the State of Ohio harmless with regard to such orders and the Political Subdivision's performance. Nothing in this Master Leasing Agreement requires the Lessor to accept an order from a Political Subdivision.
30. **Termination for Convenience.** Either party, on thirty (30) days notice to the other party, may terminate this Master Leasing Agreement for its convenience. A termination for convenience will not affect any Lease then in effect, but no more Schedules may be placed or accepted under this Master Leasing Agreement after its termination under this section or under any other section; notwithstanding the foregoing, nothing herein limits the Lessee's ability to terminate a Lease Schedule on an annual basis pursuant to a non-appropriation, as provided for under Section 9 herein.
31. **Multiple Orders.** This Master Leasing Agreement contemplates multiple orders, and every order under this Master Leasing Agreement will be subject to this Master Leasing Agreement's terms and conditions. But each order will be treated as if a separate agreement has been entered into between Lessor and Lessee with respect to that order. Any termination of an order for cause or otherwise will not affect any other order under this Master Leasing Agreement.
32. **Miscellaneous.** At any reasonable time, Lessor may inspect the Property and the books and records of Lessee related to the Property or this Agreement. No obligations of either party may be waived without the written consent of the other party. No waiver of any obligation will be a waiver as to any other event related to that obligation. This Master Leasing Agreement will be governed by Ohio law and constitutes the entire agreement between the parties. This Master Leasing Agreement may not be modified, except in writing, and any provision of this Master Leasing Agreement that is

unenforceable will be ineffective without invalidating the remainder of this Master Leasing Agreement. No entity other than Lessee's Department of Administrative Services, through a duly authorized representative, may agree to change the provisions of this Master Leasing Agreement on behalf of Lessee. Lessor will have the right at any time, by written notice to Lessee, to designate or appoint any person or entity to act as agent or trustee for Lessor. It will be Lessor's responsibility to maintain accurate and current records of Lessor's invoices and Lessee's payments for such invoices. Lessor will be responsible for all damages associated with its failure to comply with this provision, including without limitation, damages associated with expenditure of time by Lessee's personnel. This Master Leasing Agreement's captions are for convenience only and will not affect the interpretation of any part of this Master Leasing Agreement.

33 **Contractor's Warranty Against an Unresolved Finding for Recovery.** Lessor warrants that Lessor is not subject to an unresolved finding for recovery under ORC §9.24. If the warranty is false on the date the parties signed this Contract, the Contract is void *ab initio*.

34 **Elections Law.** Lessor, by signature affixed on this document, hereby certifies that all applicable parties listed in O.R.C. Section 3517.13 are in full compliance with O.R.C. Section 3517.13.

If Lessor accepts a Contract and/or purchase order issued under the Contract without proper certification, the Department of Administrative Services shall deem Lessor in breach and Lessor will be subject to all legal remedies available to the Department of Administrative Services up to and including debarment from doing business with the State.

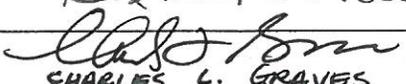
Additional information regarding Contribution Restrictions is available on the Office of Budget & Management's website at: www.obm.ohio.gov.

35 **Equal Employment Opportunity.** Lessor will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including Ohio Revised Code Section 125.111 and all related Executive Orders.

Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the Department of Administrative Services Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by going to the Ohio Business Gateway at: <http://business.ohio.gov/efiling/>

36 **Ethics.** All Contractors who are actively doing business with the State or who are seeking to do business with the State are responsible to review and comply with all relevant provisions of O.R.C. Sections 102.01 to 102.09.

IN WITNESS WHEREOF, the parties have executed this Master Leasing Agreement as of this ____ day of _____.

Lessor: Dell Financial Services L.L.C.
Address: One Dell Way Round Rock, TX 78682
By:  CHARLES L. GRAVES
Title: VP/GM

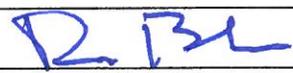
For the Lessee: State of Ohio, Department of Administrative Services
Address: 30 E. Broad St. - FL40 Columbus, Ohio 43215
By: 
Title: DIRECTOR

Exhibit A

LEASE SCHEDULE No. _____ TO MASTER LEASING AGREEMENT
(the "Master Leasing Agreement")

True Lease Transaction

UNDER STATE TERM SCHEDULE NUMBER _____

1. **Terms and Provisions:** This Lease Schedule is entered into by and between the Lessor and the Lessee set forth below pursuant to the terms of the Master Leasing Agreement, dated MLA Date, between Dell Financial Services L.L.C., as Lessor, and the State of Ohio, by the Department of Administrative Services, for the Lessee. The terms of the MASTER LEASING AGREEMENT are hereby incorporated by reference and made a part hereof. The Lessee (check appropriate box) and billing address of Lessee (complete) are set forth below:

An Ohio State agency. The Lessee is the Ohio State agency set forth with the billing address below.

A Political Subdivision in the State of Ohio. The name of the Political Subdivision is set forth below with the billing address.

Name and Billing Address:

2. **Commencement Date** of this Lease Schedule shall be: a) the Acceptance Date as identified on the Acceptance Certificate (Exhibit B) hereto if such date is the first day of a month; or b) the first day of the month following the Acceptance Date if such date is not the first day of a month. The Lease Payment due dates shall include the Commencement Date and shall be on the first day of each month thereafter.

3. **Description of the Property:** The Property subject to this Lease Schedule is set forth below and has been acquired pursuant to the State Term Schedule _____ currently in existence between Dell Financial Services L.L.C. and the State of Ohio, dated _____

Item No.	Quantity	Style	Description
1			
2			
3 etc.			

Property Location: _____

4. **Term:** ___ months.

5. **Periodic Lease Payment Amount:** _____

6. **Lease Payment Frequency:** _____ [monthly, quarterly, annually]

7. **Expiration:** Lessor shall not be obligated to maintain the stated Payment Amount if the Certificate of Acceptance covering the Property has not been executed by Lessee and received by Lessor at: _____ ; by 5:00 p.m., insert DATE.

8. **Taxes.** Lessee shall keep the Property free of all levies, liens and encumbrances, except for the interest of Lessor under the Master Leasing Agreement, and shall pay when due all, to the extent applicable by law, taxes, fees, withholdings, levies, imposts, duties, assessments and charges of any kind and nature arising out of or related to the Master Leasing Agreement all in accordance with Section 12 of the Master Leasing Agreement. Upon receipt by Lessor of any such property tax bill (whether from Lessee or directly from the taxing authority), Lessor will pay such tax and will invoice Lessee for the expense. Upon receipt of such invoice, Lessee will promptly reimburse Lessor for such expense.

ATTACHMENT 1
STIPULATED LOSS VALUE TABLE

Year of Lease	Property Acquisition Cost	Stipulated Loss Value Percentage of Acquisition Cost	Early Buy Out/Stipulated Loss Value Purchase Amount (in dollars)
2			
3			
4			

Exhibit B

True Lease Transaction

CERTIFICATE OF ACCEPTANCE

LEASE SCHEDULE NO. _____

By and Between

LESSEE NAME(Lessee)

and

DELL FINANCIAL SERVICES L.L.C.(Lessor)

Entered into Pursuant to the

MASTER LEASING AGREEMENT

Dated MLA DATE

By and Between

The State of Ohio, by the Department of Administrative Services

and

DELL FINANCIAL SERVICES L.L.C.

1.) ACCEPTANCE: LESSEE HEREBY CONFIRMS THAT THE PROPERTY DESCRIBED ON EXHIBIT A HAS BEEN RECEIVED, IS IN GOOD CONDITION AND REPAIR, AND COMPLIES IN ALL RESPECTS WITH ITS SPECIFICATIONS.

2.) PROPERTY LOCATION:

USER:

BY

(NAME TYPED OR PRINTED)

TITLE:

SIGNATURE:

DATE OF ACCEPTANCE _____ (Effective Date)

Exhibit C

True Lease Transaction

[Not to be used if Lessee is an Agency or Department of the State of Ohio.]

(To be provided under User Department Letterhead)

ESSENTIAL USE/SOURCE OF FUNDS LETTER

Lessor/Assignee Name
Lessor/Assignee Address
Lessor/Assignee City,State,Zip

RE: Lease Schedule No. ____ between Lessee Name and Dell Financial Services L.L.C., entered into pursuant to Master Leasing Agreement, dated MLA Date, between the State of Ohio, by the Department of Administrative Services and Dell Financial Services L.L.C.

Gentlemen:

This confirms and affirms that the Property described in the Lease Schedule referred to above (the Agreement) is essential to the function of the undersigned or to the service we provide to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, the Property, which need is not temporary or expected to diminish in the foreseeable future. Such Property will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. Specifically, the Property was selected by us to be used as follows:

The estimated useful life of the Property based upon manufacturer's representations and our projected need is _____.

Our source of funds for payments of the Lease Payments due under the Agreement for the current fiscal year is _____

We expect and anticipate adequate funds to be available for all future Lease Payments due after the current fiscal year for the following reasons:

Dated: _____

Very truly yours,

Lessee Name

By: _____

Printed Name: _____

Title: _____

Exhibit D

True Lease Transaction

Lessee's Counsel's Opinion

[To be provided on letterhead of Lessee's Counsel when Lessee is a Political Subdivision]

Lessor/Assignee Name
Lessor/Assignee Street Address
Lessor/Assignee City/State/Zip

RE: Lease Schedule No. _____, Lessee (Lessee Name) and Dell Financial Services L.L.C. (Lessor), entered into pursuant to Master Leasing Agreement, dated MLA Date, between the State of Ohio, by the Department of Administrative Services and Dell Financial Services L.L.C. (Lessor).

Ladies and Gentleman:

We have acted as special counsel to the political subdivision designated as "Lessee", in connection with Lease Schedule No. _____ (the "Lease Schedule"), Lessee Name ("Lessee") and Dell Financial Services L.L.C., entered into pursuant to Master Leasing Agreement, dated MLA Date, between the State of Ohio, by the Department of Administrative Services and Dell Financial Services L.L.C.. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

All capitalized terms not otherwise defined herein shall have the meanings provided in the Lease Schedule and Master Leasing Agreement.

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

Based upon the foregoing, we are of the opinion that, under existing law:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State.
2. Lessee has all requisite power and authority to enter into the Lease Schedule pursuant to the Master Leasing Agreement and to perform its obligations thereunder.
3. The execution, delivery and performance of the Lease Schedule pursuant to the Master Leasing Agreement by Lessee has been duly authorized by all necessary action on the part of Lessee.
4. All proceedings of Lessee and its governing body relating to the authorization and approval of the Lease Schedule pursuant to the Master Leasing Agreement, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.
5. Lessee has acquired or has arranged for the acquisition of the Property subject to the Lease Schedule, and has entered into the Lease Schedule pursuant to the Master Leasing Agreement, in compliance with all applicable public bidding laws.
6. Lessee has obtained all consents and approvals of other governmental authorities or agencies which may be required for the execution, delivery and performance by Lessee of the Lease Schedule pursuant to the Master Leasing Agreement.
7. The Lease Schedule has been duly executed and delivered by Lessee and constitute legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms and the terms of the Master Leasing Agreement, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or

political subdivisions such as Lessee, effecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.

8. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Lease Schedule or of other agreements similar to the Lease Schedule; (b) questioning the authority of Lessee to execute the Lease Schedule, or the validity of the Lease Schedule, or the payment of the Lease Payments under Lease Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Lease Schedule; or (d) affecting the provisions made for the payment of or security for the Lease Schedule.
9. Lessee is a political subdivision as defined under Ohio Revised Code Section 125.04(B) and, pursuant to said Section 125.04(B), Lessee has enacted and filed with the Ohio Department of Administrative Services a certified copy of the ordinance or resolution of the legislative authority or governing board of Lessee requesting authority in the name of the Lessee to participate in state contracts which the Department of Administrative Services, Office of State Purchasing has entered into for the purchase of supplies, services, property and certain materials pursuant to Ohio Revised Code Section 125.04.

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

Very truly yours,

(Title, e.g., Attorney at Law)

Exhibit E

[For Use by Political Subdivision Lessees]

Lessee's Certificate

Lessor/Assignee Name
Lessor/Assignee Address
Lessor/Assignee City, State, Zip

RE: Lease Schedule No. _____ between Lessee Name (Lessee) and Dell Financial Services L.L.C. (Lessor), entered into pursuant to Master Leasing Agreement, dated MLA Date, between the State of Ohio, by the Department of Administrative Services and Dell Financial Services L.L.C.

The undersigned, being the duly elected, qualified and acting official or officer of State of Ohio, by the Department of Computer Services ("Lessee") do hereby certify, as of Commencement Date, as follows:

1. Lessee did, at a Regular/Special meeting of the governing body of the Lessee held Date by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Lease Schedule (the "Lease Schedule") by the following named representative of Lessee, to wit:

Signature _____

Name of Executing Official

Title of Executing Official

2. The above-named representative of the Lessee held at the time of such authorization and holds at the present time the office set forth above.

3. The meeting(s) of the governing body of the Lessee at which the Lease Schedule was approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Lease Schedule and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of Lease Schedule have been:

- (a) Held within the geographic boundaries of the Lessee;
- (b) Open to the public, allowing all people to attend;
- (c) Conducted in accordance with internal procedures of the governing body; and
- (d) Conducted in accordance with the charter of the Lessee, if any, and the laws of the State of Ohio (the "State").

4. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or an Event of Nonappropriation (as such terms is defined in the Master Leasing Agreement referred to above) exists at the date hereof with respect to this Lease Schedule or any other Lease Schedules entered into by Lessee under the Master Leasing Agreement.

5. The leasing of all of the Property under the Lease Schedule has been duly authorized by the governing body of Lessee.

6. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year under the Lease Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

Signature _____

Name of Lessee's Appropriate Fiscal Officer

Title of Fiscal Officer

7. The Lessee is currently maintaining the insurance required by the Master Leasing Agreement on the Property under the Lease Schedule.

8. The use of the Property subject to the Lease Schedule is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

9. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Lease Schedule or of other agreements similar to the Lease Schedule; (b) questioning the authority of Lessee to execute the Lease Schedule, or the validity of the Lease Schedule, or the payment of the Lease Payments thereunder Lease Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Lease Schedule; or (d) affecting the provisions made for the payment of or security for the Lease Schedule.

10. Lessee is a political subdivision as defined under Ohio Revised Code Section 125.04(B) and, pursuant to said Section 125.04(B), Lessee has enacted and filed with the Ohio Department of Administrative Services a certified copy of the ordinance or resolution of the legislative authority or governing board of Lessee requesting authority in the name of the Lessee to participate in state contracts which the Department of Administrative Services, Office of State Purchasing has entered into for the purchase of supplies, services, property and certain materials pursuant to Ohio Revised Code Section 125.04.

IN WITNESS WHEREOF, I hereunto set my hand the day and year first above written.

Lessee Name (Lessee)

By: _____

Title: _____

Exhibit F
INSURANCE REQUIREMENTS

RE: Property Schedule No. _____ between Lessee Name (Lessee) and Dell Financial Services L.L.C. (Lessor), entered into pursuant to Master Leasing Agreement, dated MFA Date, between the State of Ohio, by the Department of Administrative Services and Dell Financial Services L.L.C. (Lessor)

_____ Per Section 19 of the Master Leasing Agreement, Lessor agrees that Lessee will self-fund replacement of the equipment in the event of a loss/damage to the equipment.

_____ Per Section 19 of the Master Leasing Agreement, Lessor WILL require Lessee to maintain insurance on the Property subject to Property Schedule No. _____ in the amounts shown below. A Certificate of Insurance from your insurer is required.

The Certificate should state that in the event the insurance coverage is reduced or cancelled, then 30 days prior to the effect of such event, the insurer will inform Dell Financial Services L.L.C. and its assigns of such reduction or cancellation in writing.

Lessor: Dell Financial Services L.L.C.
By:
Printed Name:
Title:
Date:

Lessee: Lessee Name
By:
Printed Name:
Title:
Date:

Exhibit G
SAMPLE "PROPER INVOICE"

Detail Invoice Example

DELL Financial Services		<small>www.DellFinancialServices.com See reverse side for important contact information.</small>			
Special Messages for COMPANY CORPORATION		Account: 001-1860090-030			
Account Summary					
Invoice Date	01/25/03	Current Charges	1,037.42		
Invoice Number	32003009	Current Charges Due Date	03/01/03		
Account Number	001-1860090-030	Past Due	1,021.00		
		Total Due	2,058.42		
		Business Segment	003018		
		Billing Period	03/01/03-03/31/03		
		Credits/Payments Received (-) *since last invoice	1,037.42		
Account Information					
Credits/Payments since last invoice:					
Schedule	Invoice #	Description	Amount		
001-1860090-030		Credit/Payment	1,037.42		
Summary of Current Charges:					
Schedule	Reference	Description	Amount	T R A N S A C T I O N	
Product Type					Total
001-1860090-030	REN 5580	RENTAL	40.17	3.23	43.40
FAIR MARKET VALUE					
001-1860090-030	REN 5582	RENTAL	744.49	42.81	787.30
FAIR MARKET VALUE					
001-1860090-030	REN 5585	RENTAL	151.45	8.00	160.45
FAIR MARKET VALUE					
001-1860090-030	REN 5588	RENTAL	43.45	2.62	46.27
FAIR MARKET VALUE					
		Total for 001-1860090-030	979.56	57.46	1,037.42
		Invoice Total	\$979.56	\$57.46	\$1,037.42

COMPANY CORPORATION		<small>Page 3 of 3</small>			
ACCOUNTS PAYABLE 2500 JOHNSON STREET SUITE 3500 MESTEN, TX 78728-1244		DELL Financial Services			
		Invoice Date	01/25/03		
		Invoice Number	32003009		
		Account Number	001-1860090-030		
		Billing Period	03/01/03-03/31/03		
		Current Charges Due	1,037.42		
REN 5587	001-1860090-030	RENTAL	7.58	0.44	8.02
REN 5587	1200 15 ST NW #50				
REN 5587	WASHINGTON, DC 20036				
REN 5587	WASHINGTON, DC 5.75%				
REN 5588	001-1860090-030	RENTAL	7.58	0.44	8.02
REN 5588	1200 15 ST NW #50				
REN 5588	WASHINGTON, DC 20036				
REN 5588	WASHINGTON, DC 5.75%				
REN 5589	001-1860090-030	RENTAL	7.58	0.44	8.02
REN 5589	1200 15 ST NW #50				
REN 5589	WASHINGTON, DC 20036				
REN 5589	WASHINGTON, DC 5.75%				
REN 5590	001-1860090-030	RENTAL	7.58	0.44	8.02
REN 5590	1200 15 ST NW #50				
REN 5590	WASHINGTON, DC 20036				
REN 5590	WASHINGTON, DC 5.75%				

Exhibit H
LESSOR'S END OF LEASE GUIDE