

Master Equipment Lease Agreement

BETWEEN:	Presidio Technology Capital, LLC (the "Lessor") 2 Sun Ct. Norcross, GA 30092
AND:	County of Yuba (the "Lessee") 915 8th St, Ste 119 Marysville, CA 95901 Attention: Doug McCoy Telephone: 530-749-7880
DATED:	6/1/2013

ARTICLE I

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

"Agent" means any agent for the Registered Owners, if any, to which all or a portion of Lessor's right, title and interest in, to and under a Property Schedule and the Property under such Property Schedule may be assigned for the benefit of the Registered Owners of Lease Participation Certificates in such Property Schedule.

"Agreement" means this Master Equipment Lease Agreement, including all exhibits and schedules attached hereto.

"Appraisal Procedure" shall mean the following procedure for obtaining an appraisal of the Fair Market Sales Value. Lessor shall provide Lessee with the names of three independent Appraisers. Within ten (10) business days thereafter, Lessee shall select one of such Appraisers to perform the appraisal. The selected Appraiser shall be instructed to perform its appraisal based upon the assumptions specified in the definition of Fair Market Sales Value, and shall complete its appraisal within twenty (20) business days after such selection. Any such appraisal shall be final, binding and conclusive on Lessee and Lessor and shall have the legal effect of an arbitration award. Lessee shall pay the fees and expenses of the selected Appraiser.

"Appraiser" shall mean a person engaged in the business of appraising property who has at least ten (10) years' experience in appraising property similar to the Property.

"Commencement Date" is the date when the term of a Property Schedule and Lessee's obligation to pay rent thereunder commences, which date shall be set forth in the Property Schedule.

"Event of Nonappropriation" is defined in Section 6.05.

"Event of Default" is defined in Section 13.01.

"Fair Market Sale Value" or "FMSV" shall mean the value of each Item of Property for sale, unless otherwise specified herein as determined between Lessor and Lessee, or, if Lessor and Lessee are unable to agree, pursuant to the Appraisal Procedure, which would be obtained in an arms-length transaction between an informed and willing seller (under no compulsion to sell) and an informed and willing buyer (under no compulsion to purchase). 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 11.03 hereof.

"Governmental Authority" shall mean any foreign, Federal, state, county, municipal or other governmental authority, agency, board or court.

"Lease Participation Certificates" means certificates evidencing a right to receive a share of Rental Payments payable under a Property Schedule and Purchase Price Payments payable under a Property Schedule and any other rights set forth herein with respect to the Property under said Property Schedule.

"Lease Term" means, with respect to a Property Schedule, the Original Term and all Renewal Terms. The Lease Term for each Property Schedule executed hereunder shall be set forth in such Property Schedule, as provided in Section 4.02.

"Lessee" means the entity identified as such in the first paragraph hereof, and its permitted successors and assigns.

"Lessor" means the entity identified as such in the first paragraph hereof, and its successors and assigns.

"Original Term" means, with respect to a Property Schedule, the period from the Commencement Date until the end of the budget year of Lessee in effect at the Commencement Date.

"Property" means, collectively, the property leased pursuant to this Agreement, and with respect to each Property Schedule, the property described in such Property Schedule, and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 8.01 or Article IX.

"Property Schedule" means a Property Schedule in the form attached hereto for Property Schedule 1. Subsequent Property Schedules pursuant to this Agreement shall be numbered consecutively, beginning with Property Schedule 2.

"Purchase Agreement" shall mean any purchase agreement or other contract entered into between the Supplier and Lessee for the acquisition of the Property to be leased hereunder.

"Registered Owners" means the registered owners of Lease Participation Certificates in a Property Schedule as shown on the registration books maintained by the Agent.

"Renewal Terms" means the renewal terms of a Property Schedule, each having a duration of one year and a term coextensive with Lessee's budget

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year.

"Rental Payments" means the rental payments payable by Lessee under Article VI of this Agreement and each Property Schedule, as set forth in each Property Schedule.

"Rental Payment Dates" means the Rental Payment Dates for the Rental Payments as set forth in each Property Schedule.

"State" means the state in which Lessee is situated.

"Supplier" means the manufacturer or contractor of the Property as well as the agents or dealers of the manufacturer or contractor from whom all or any portion of the Property is being acquired for lease hereunder.

ARTICLE II

2.01 Property Schedules Separate Leases. Each Property Schedule executed and delivered under this Agreement shall be treated as a separate lease, distinct from other Property Schedules. Without limiting the foregoing, upon the occurrence of an Event of Default or an Event of Nonappropriation with respect to a Property Schedule, Lessor shall have the rights and remedies specified herein with respect to the Property leased and the Rental Payments payable under such Property Schedule, and except as expressly provided in Section 12.02 below, Lessor shall have no rights or remedies with respect to Property leased or Rental Payments payable under any other Property Schedules unless an Event of Default or Event of Nonappropriation has also occurred under such other Property Schedules.

ARTICLE III

3.01 Covenants of Lessee. As of the Commencement Date for each Property Schedule executed and delivered hereunder, Lessee shall be deemed to represent, covenant and warrant for the benefit of Lessor, any Agent, and any Registered Owners, as follows:

- (a) Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority to enter into this Agreement and the Property Schedule and the transactions contemplated thereby and to perform all of its obligations thereunder.
- (b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic. To the extent Lessee should merge with another entity under the laws of the State, Lessee agrees that as a condition to such merger it will require that the remaining or resulting entity shall be assigned Lessee's rights and shall assume Lessee's obligations hereunder.
- (c) Lessee has been duly authorized to execute and deliver this Agreement and the Property Schedule by proper action by its governing body, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and the Property Schedule, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the Property Schedule and the leasing by Lessee of the Property thereunder. On or before the Commencement Date for the Property Schedule, Lessee shall cause to be executed an opinion of counsel in substantially the form attached to the form of the Property Schedule as Exhibit 2.
- (d) During the Lease Term for the Property Schedule, the Property thereunder will perform and will be used by Lessee only for the purpose of performing essential governmental uses and public functions within the permissible scope of Lessee's authority.
- (e) Lessee will provide Lessor with current financial statements, budgets and proof of appropriation for the ensuing budget year and other financial information relating to the ability of Lessee to continue this Agreement and the Property Schedule in such form and containing such information as may be requested by Lessor.
- (f) The execution, delivery and performance of this Agreement and the Property Schedule and compliance with the provisions hereof and thereof by Lessee does not conflict with or result in a violation or breach or constitute a default under, any resolution, bond, agreement, indenture, mortgage, note, lease or other instrument to which Lessee is a party or by which it is bound by any law or any rule, regulation, order or decree of any court, governmental agency or body having jurisdiction over Lessee or any of its activities or properties resulting in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any property or assets of Lessee or to which it is subject.

ARTICLE IV

4.01 Lease of Property. On the Commencement Date of each Property Schedule executed hereunder, Lessor will be deemed to demise, lease and let to Lessee, and Lessee will be deemed to rent, lease and hire from Lessor, the Property described in such Property Schedule, in accordance with this Agreement and such Property Schedule, for the Lease Term set forth in such Property Schedule.

4.02 Lease Term. The term of each Property Schedule shall commence on the Commencement Date set forth therein and shall terminate upon payment of the final Rental Payment and conclusion of the final Rental Payment period set forth in such Property Schedule, unless terminated sooner pursuant to this Agreement or the Property Schedule.

4.03 Delivery, Installation and Acceptance of Property. Lessee shall order the Property, shall cause the Property to be delivered and installed at the locations specified in the applicable Property Schedule and shall pay all taxes, delivery costs and installation costs, if any, in connection therewith. To the extent funds are deposited under an escrow agreement or trust agreement for the acquisition of the Property, such funds shall be disbursed as provided therein. When the Property described in such Property Schedule is delivered, installed and accepted as to Lessee's specifications, Lessee shall immediately accept the Property and evidence said acceptance by executing and delivering to Lessor the Acceptance Certificate substantially in the form attached to the Property Schedule. Lessee has selected and ordered the Property from the Supplier and, if appropriate, has entered into a Purchase Agreement with respect thereto. Lessor may accept an assignment from Lessee of Lessee's rights, but none of Lessee's obligations, under any such Purchase Agreement.

ARTICLE V

5.01 Enjoyment of Property. Lessee shall during the Lease Term peaceably and quietly have, hold and enjoy the Property, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement. No Registered Owner shall interfere with such quiet use and enjoyment during the Lease Term so long as Lessee is not in default under the subject Property Schedule.

This is counterpart # _____ of _____ manually executed counterparts. Only counterpart # 1 constitutes chattel paper

5.02 Location; Inspection. The Property will be initially located or based at the location specified in the applicable Property Schedule. Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Property.

ARTICLE VI

6.01 Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional, statutory or charter limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the faith and credit or taxing power of Lessee. Upon the appropriation of Rental Payments for a fiscal year, the Rental Payments for said fiscal year, and only the Rental Payments for said current fiscal year, shall be a binding obligation of Lessee; provided that such obligation shall not include a pledge of the taxing power of Lessee.

6.02 Payment of Rental Payments. Lessee shall promptly pay Rental Payments under each Property Schedule, exclusively from legally available funds, in lawful money of the United States of America, to Lessor in such amounts and on such dates as described in the applicable Property Schedule, at Lessor's address set forth on the first page of this Agreement, unless Lessor instructs Lessee otherwise. Lessee shall pay Lessor a charge on any delinquent Rental Payments under a Property Schedule in an amount sufficient to cover all additional costs and expenses incurred by Lessor and Agent from such delinquent Rental Payment. In addition, Lessee shall pay a late charge of five cents per dollar or the highest amount permitted by applicable law, whichever is lower, on all delinquent Rental Payments.

6.03 Rental Payments to be Unconditional. SUBJECT TO SECTION 6.05, THE OBLIGATIONS OF LESSEE TO PAY THE RENTAL PAYMENTS DUE UNDER THE PROPERTY SCHEDULES AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS OR ACTIONS AGAINST ANY VENDOR AS PROVIDED IN SECTION 10.02.

6.04 Continuation of Lease by Lessee. Lessee intends to continue all Property Schedules entered into pursuant to this Agreement and to pay the Rental Payments thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the term of all Property Schedules can be obtained. Lessee agrees that its staff will provide during the budgeting process for each budget year to the governing body of Lessee notification of any Rental Payments due under the Property Schedules during the following budget year. Notwithstanding this covenant, if Lessee fails to appropriate the Rental Payments for a Property Schedule pursuant to Section 6.05, such Property Schedule shall terminate

6.05 Non-Appropriation. If sufficient funds are not appropriated to make Rental Payments required under a Property Schedule, such Property Schedule shall terminate and Lessee shall not be obligated to make Rental Payments under said Property Schedule beyond the then current fiscal year for which funds have been appropriated. Upon the occurrence of such nonappropriation (an "Event of Nonappropriation") Lessee shall, no later than the end of the fiscal year for which Rental Payments have been appropriated, deliver possession of the Property under said Property Schedule to Lessor. If Lessee fails to deliver possession of the Property to Lessor upon termination of said Property Schedule by reason of an Event of Nonappropriation, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the portion of Rental Payments thereafter coming due that is attributable to the number of days after the termination during which the Lessee fails to deliver possession and for any other loss suffered by Lessor as a result of Lessee's failure to deliver possession as required. In addition, Lessor may, by written instructions to the Agent or to any other escrow agent who is holding proceeds of the Property Schedule, instruct the Agent or such escrow agent to release all such proceeds and any earnings thereon to Lessor, such sums to be credited to Lessee's obligations under the Property Schedule and this Agreement. Lessee shall notify Lessor in writing within seven (7) days after the failure of the Lessee to appropriate funds sufficient for the payment of the Rental Payments, but failure to provide such notice shall not operate to extend the Lease Term or result in any liability to Lessee.

ARTICLE VII

7.01 Title to and Location of Property. Title to each item of Property leased hereunder shall remain with the Lessor at all times and Lessee shall have no right, title or interest therein except as expressly set forth in this Lease. Lessee, at its expense, will protect and defend Lessor's title to the Property and will keep the Property free and clear from any and all claims, liens, encumbrances and legal processes of Lessee's creditors and other persons. All items of Property shall at all times be and remain personal property notwithstanding that any such Property may now or hereafter be affixed to realty.

The Property shall be delivered to the location specified in the Schedule with respect thereto and shall not thereafter be moved from such location without the prior written consent of Lessor. Without limitation of the foregoing, Lessee shall not permit the Property or any part thereof to be removed outside the United States. Lessor agrees to affix to each item of Property, in a reasonably prominent place, such indicia of Lessor's ownership if requested and supplied by Lessor. Lessee will not alter, deface, cover or remove such ownership identification.

7.02 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 act, omission or misrepresentation of Lessee, Lessee shall pay to Lessor upon demand an amount or amounts sufficient to reimburse Lessor for such loss, together with any related interest and penalties, based on the highest marginal corporate income tax rate prevailing during the Lease Term, regardless of whether Lessor or any member of a consolidated group of which Lessor is also a member is then subject to any increase in tax as a Lease Term, regardless.

7.03 Personal Property. The Property is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Property or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. If requested by Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Property from any party having an interest in any such real estate or building.

7.04 Financing, Security Interest:

- (a) In the event that this Lease is deemed to constitute a secured transaction disguised as a lease, Lessee grants to Lessor a first priority security interest in the Property and any additions, attachments, upgrades, accessions, repairs, modifications, replacements thereto and proceeds thereof, including insurance proceeds, to secure Lessee's payment of the Rental Payments and all other payment obligations when due, and Lessee's performance of all of the terms and conditions of this Lease.

- (b) If under applicable law any part of the Rental Payments are deemed or determined to be imputed interest, finance charges or time-price differential ("Interest"), the parties agree that the Rental Payments shall be deemed to be level payments of principal and Interest, with such Interest accruing on principal amounts outstanding from time to time. The rate of such Interest is not intended to exceed the maximum amount of interest permitted by applicable law. If the Interest exceeds such maximum, then at Lessor's option, if permitted by law, the Interest payable will be reduced to the legally permitted maximum amount of interest, and any excessive Interest will be used to reduce the principal amount of Lessee's obligation or refunded.

7.05 Lessee's Waivers. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE (A) WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY SECTIONS 2A-508 THROUGH 2A-522 OF THE UNIFORM COMMERCIAL CODE AND (B) ANY RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE TO RECOVER INCIDENTAL OR CONSEQUENTIAL DAMAGES FROM LESSOR FOR ANY BREACH OF WARRANTY OR FOR ANY OTHER REASON OR TO SETOFF OR DEDUCT ALL OR ANY PART OF ANY CLAIMED DAMAGES RESULTING FROM LESSOR'S DEFAULT, IF ANY, UNDER THIS LEASE PROVIDED, HOWEVER, THAT NO SUCH WAIVER SHALL PRECLUDE LESSEE FROM ASSERTING ANY SUCH CLAIM AGAINST LESSOR IN A SEPARATE CAUSE OF ACTION INCLUDING, WITHOUT LIMITATION, ANY CLAIM ARISING AS A RESULT OF LESSOR'S BREACH OF SECTION 5.01 HEREOF.

ARTICLE VIII

8.01 Maintenance of Property by Lessee. Lessee shall keep and maintain the Property in good condition and working order and in compliance with the manufacturer's specifications, shall use, operate and maintain the Property in conformity with all laws and regulations concerning the Property's ownership, possession, use and maintenance, and shall keep the Property free and clear of all liens and claims, other than those created by this Agreement. Lessee shall have sole responsibility to maintain and repair the Property. Should Lessee fail to maintain, preserve and keep the Property in good repair and working order and in accordance with manufacturer's specifications, and if requested by Lessor, Lessee will enter into maintenance contracts for the Property in form approved by Lessor and with approved providers.

8.02 Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Property free of all levies, liens and encumbrances, except for the interest of Lessor under this Agreement. Lessee shall pay when due and shall indemnify and hold Lessor harmless from and against (on an after-tax basis) any and all taxes, fees, withholdings, levies, imposts, duties, assessments and charges of any kind and nature arising out of or related to this Agreement (together with interest and penalties thereon and including, without limitation, sales, use, gross receipts, personal property, real estate excise, ad valorem, business and occupational, franchise, value added, leasing, leasing use, documentary, stamp or other taxes) imposed upon or against Lessor, any assignee of Lessor, Lessee or any Property by any Governmental Authority with respect to any Property or the manufacturing, ordering, sale, purchase, shipment, delivery, acceptance or rejection, ownership, titling, registration, leasing, subleasing, possession, use, operation, removal, return or other dispossession thereof or upon the rents, receipts or earnings arising therefrom or upon or with respect to this Agreement, excepting only all Federal, state and local taxes on or measured by Lessor's net income (other than income tax resulting from making any alterations, improvements, modifications, additions, upgrades, attachments, replacements or substitutions by Lessee). Whenever this Lease terminates as to any Property, Lessee shall, upon written request by Lessor, advance to Lessor the amount estimated by Lessor to be the personal property or other taxes on said item which are not yet payable, but for which Lessee is responsible. Lessor shall, at Lessee's request, provide Lessee with Lessor's method of computation of any estimated taxes. Lessee shall pay all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Property. Lessee shall pay such taxes or charges as the same may become due; provided that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the then current fiscal year of the Lease Term for such Property.

8.03 Insurance. At its own expense, Lessee shall maintain (a) casualty insurance insuring the Property against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount equal to at least the replacement value of the Property, and (b) liability insurance that protects Lessor from liability in all events in an amount reasonably acceptable to Lessor, and (c) worker's compensation insurance covering all employees working on, in, near or about the Property; provided that Lessee may self-insure against all such risks. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. All such insurance shall be with insurers that are authorized to issue such insurance in the State. All such liability insurance shall name Lessor as an additional insured. All such casualty insurance shall name Lessor as sole loss payee. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Lessor and Lessee at least thirty (30) days in advance of such cancellation or modification. Such changes shall not become effective without Lessor's prior written consent. Lessee shall furnish to Lessor, on or before the Commencement Date for each Property Schedule, and thereafter at Lessor's request, certificates evidencing such coverage, or, if Lessee self-insures, a written description of its self-insurance program together with a certification from Lessee's risk manager or insurance agent or consultant to the effect that Lessee's self-insurance program provides adequate coverage against the risks listed above.

8.04 Advances. In the event Lessee shall fail to either maintain the insurance required by this 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 shall constitute additional rent for the Lease Term for the Property Schedule for which the Property is under and shall be due and payable on the next Rental Payment Date 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 of 12% per annum or the maximum amount permitted by law, whichever is less.

ARTICLE IX

9.01 Damage or Destruction. Lessee shall bear the entire risk of loss (including without limitation, theft, destruction, disappearance of or damage to any and all Property ("Loss") from any cause whatsoever), whether or not insured against, during the Lease Term and any extensions thereof until the Property is returned to Lessor in accordance with Section 11.03 hereof. No Loss shall relieve Lessee of the obligation to pay Rental Payments or of any other obligation under this Master Agreement and the applicable Property Schedule. If (a) the Property under a Property Schedule or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Property under a Property Schedule or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessor and Lessee will cause the Net Proceeds (as hereinafter defined) of any insurance claim, condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Property, unless Lessee shall have exercised its option to purchase Lessor's interest in the Property if the Property Schedule so provides. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee. For purposes of Section 8.03 and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim, condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

9.02 Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 9.01, Lessee shall (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds and, if Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Section 6.02, or (b)

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exercise its option to purchase Lessor's interest in the Property pursuant to the optional purchase provisions of the Property Schedule, if any. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or purchase may be retained by Lessee. In the event Lessee elects to replace the Property, Lessor's interest in such replacement property shall be free and clear of all liens and encumbrances of every kind or nature whatsoever, and the Property Schedule shall continue in full force and effect as though such Loss had not occurred, except that the replacement property shall become Property for all purposes of the Property Schedule in lieu of the replaced Property.

ARTICLE X

10.01 Disclaimer of Warranties. LESSOR MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, PROPERTY OR WORKMANSHIP IN, THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE STATE OF TITLE THERETO OR ANY COMPONENT THEREOF, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND LESSOR HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE PROPERTY IS LEASED TO LESSEE "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY LESSEE. Lessee acknowledges that it has made (or will make) the selection of the Property from the Supplier based on its own judgment and expressly disclaims any reliance upon any statements or representations made by Lessor. Lessee understands and agrees that (a) neither the Supplier nor any sales representative or other agent of Supplier, is (i) an agent of Lessor, or (ii) authorized to make or alter any term or condition of this Agreement, and (b) no such waiver or alteration shall vary the terms of this Agreement unless expressly set forth herein. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, the Property Schedules, or the existence, furnishing, functioning or use of any item, product or service provided for in this Agreement or the Property Schedules.

10.02 Supplier's Warranties. During the Lease Term, Lessor hereby assigns to Lessee all rights that Lessor may have to assert from time to time whatever claims and rights (including without limitation warranties) related to the Property against the Supplier. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Supplier of the Property, and not against Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor 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.

10.03 Use of the Property. Lessee will not install, use, operate or maintain the Property improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement and the applicable Property Schedule. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Property. In addition, Lessee agrees to comply in all respects with all laws of the jurisdiction in which its operations involving any item of Property may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Property; provided that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Property or its interest or rights under this Agreement. Lessee shall promptly notify Lessor in writing of any pending or threatened investigation, inquiry, claim or action by any governmental authority which could adversely affect this Agreement, any Property Schedule or the Property thereunder.

10.04 Modifications. Subject to the provisions of this Section, Lessee shall have the right, at its own expense, to make alterations, additions, modifications or improvements to the Property. All such alterations, additions, modifications and improvements shall thereafter comprise part of the Property and shall be subject to the provisions of this Agreement. Such alterations, additions, modifications and improvements shall not in any way damage the Property, substantially alter its nature or cause it to be used for purposes other than those authorized under the provisions of state and federal law; and the Property, on completion of any alterations, additions, modifications or improvements made pursuant to this Section, shall be of a value which is equal to or greater than the value of the Property immediately prior to the making of such alterations, additions, modifications and improvements. Lessee shall, at its own expense, make such alterations, additions, modifications and improvements to the Property as may be required from time to time by applicable law or by any governmental authority.

ARTICLE XI

11.01 Purchase, Extension And Option Terms. So long as no Default or Event of Default shall have occurred and be continuing and Lessee shall have given Lessor at least ninety (90) days but not more than one hundred eighty (180) days prior written notice (the "Option Notice"), Lessee shall have the following purchase and extension options at the expiration of the Lease Term, or any Extension Term, to: (i) purchase all, but not less than all, Property for a purchase price (the "Purchase Option Price") equal to the then Fair Market Sale Value thereof; (ii) renew this Lease on a monthly basis at the same Rental Payments payable at the expiration of the Lease Term; or (iii) return such Property to Lessor pursuant to, and in the condition required by, the Master Agreement. If Lessee fails to give Lessor the Option Notice, Lessee shall be deemed to have chosen option (ii) above.

Payment of the Purchase Option Price, applicable sales taxes, together with all other amounts due and owing by Lessee under the Lease (including, without limitation, Rental Payments) during such Lease Term shall 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 PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. LESSOR MAY SPECIFICALLY DISCLAIM ANY SUCH REPRESENTATIONS AND WARRANTIES.

11.02 Nature of Transaction; True Lease. (a) It is the express intent of the parties that all Property Schedules to this Agreement constitute true leases and not sale of Property. 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. To the extent that Article 2A ("Article 2A") of the Uniform Commercial Code ("UCC") applies to the characterization of a Property Schedule, the parties hereby agree that the Property Schedule is a "Finance Lease" as defined therein. Lessee acknowledges: (i) that Lessee has selected the "Supplier" (as defined in the UCC) and has directed Lessor to purchase the Property from the Supplier in connection with this Lease, and (ii) that Lessee has been informed in writing, before Lessee's execution of a Property Schedule, that Lessee is entitled under Article 2A to the promises and warranties, including those of any third party, provided to Lessor by the Supplier in connection with or as part of the Purchase Agreement, and that Lessee may communicate with the Supplier and receive an accurate and complete statement of those promises and warranties, including any disclaimers and limitations of them or of remedies. The filing of UCC financing statements pursuant to Section 7.04 is precautionary and shall not be deemed to have any effect on the characterization of the Property Schedules. NOTWITHSTANDING THE FOREGOING, LESSOR HAS NOT MADE, AND HEREBY DISCLAIMS ANY ADVICE, REPRESENTATIONS, WARRANTIES AND COVENANTS, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO ANY LEGAL, ECONOMIC, ACCOUNTING, TAX OR OTHER EFFECTS OF THE LEASE AND THE TRANSACTION(S) CONTEMPLATED THEREBY, AND LESSEE HEREBY DISCLAIMS ANY RELIANCE ON ANY SUCH WARRANTIES, STATEMENTS OR REPRESENTATIONS MADE BY LESSOR WITH RESPECT THERETO.

(b) Notwithstanding the express intent of Lessor and Lessee that the Property Schedules constitute a true lease and not a sale of Property, This is counterpart # _____ of _____ manually executed counterparts. Only counterpart # 1 constitutes chattel paper

should a court of competent jurisdiction determine that a Property Schedule is not a true lease, but rather one intended as security, then solely in that event and for the expressly limited purposes thereof, Lessee shall be deemed to have hereby granted Lessor a security interest in the Property and all accessions, substitutions and replacements thereto and therefor, and proceeds (cash and non-cash), including, without limitation, insurance proceeds thereof (but without power of sale), to secure the prompt payment and performance as and when due of all obligations and indebtedness of Lessee, now existing or hereafter created, to Lessee pursuant to this Lease or otherwise. In furtherance of the foregoing, Lessee shall execute and deliver to Lessor, to be filed at Lessee's expense, Uniform Commercial Code financing statements, statements of amendment and statements of continuation as reasonably may be required by Lessor to perfect and maintain perfected such security interest.

(c) In the event that the Supplier erroneously invoices Lessee for the Property, Lessee agrees to forward said invoice to Lessor immediately. Lessee acknowledges that the Property is, and shall at all times remain, the property of Lessor, and that Lessee has no right, title or interest therein or thereto except as expressly set forth in this Lease.

(b) **Personal Property Tax.** Unless otherwise directed in writing by Lessor or required by applicable law, Lessee will not list itself as owner of any Property for property tax purposes. Upon receipt by Lessee of any property tax bill pertaining to such Property from the appropriate taxing authority, Lessee will promptly forward such property tax bill to Lessor. 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.

11.03 Return of Property. Upon the expiration (subject to Section 11.01 hereof and except as otherwise provided in a Property Schedule) or earlier termination of this Lease due to an Event of Non-Appropriation, 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 or such carrier (packed for shipping) as Lessor shall specify. Lessee agrees that the Property, when returned, shall be in the condition required by Section 8.01 hereof. 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 opinion of Lessor, any Property fails to meet the standards set forth above, Lessee agrees to pay on demand 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 this Master Agreement and the applicable Property Schedule (including, without limitation, Lessee's obligation to pay Rental Payments for such Property at the rental then applicable under the Property Schedule) shall continue in full force and effect until such Property shall have been returned in the condition required hereunder.

ARTICLE XII

12.01 Assignment by Lessor. Lessor's right, title and interest in, to and under each Property Schedule and the Property under such Property Schedule may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor and, to the extent of their interest, by any Registered Owner, without the necessity of obtaining the consent of Lessee; provided that (i) any assignment, other than an assignment to or by a Registered Owner, shall not be effective until Lessee has received written notice, signed by the assignor, of the name, address and tax identification number of the assignee, and (ii) any assignment to or by a Registered Owner shall not be effective until it is registered on the registration books kept by the Agent. Lessee shall retain all such notices as a register of all assignees (other than Registered Owners) and shall make all payments to the assignee or assignees designated in such register or, in the case of Registered Owners, to the Agent. In the event that Lessor's interest in a Property Schedule and the Property thereunder is assigned to the Agent, Lease Participation Certificates in that Property Schedule may be executed and delivered by the Agent to Registered Owners. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in this Agreement and the Property Schedules.

12.02 Property Schedules Separate Financings. Assignees of the Lessor's rights in one Property Schedule shall have no rights in any other Property Schedule unless such rights have been separately assigned.

12.03 Assignment and Subleasing by Lessee. NONE OF LESSEE'S RIGHT, TITLE AND INTEREST IN, TO AND UNDER THIS AGREEMENT AND IN THE PROPERTY MAY BE ASSIGNED, SUBLEASED OR ENCUMBERED BY LESSEE FOR ANY REASON, WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR.

12.04 Release and Indemnification Covenants. To the extent permitted by applicable law, Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liability, obligation, loss, claim and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest (collectively, "Losses") arising out of or resulting from the entering into this Agreement, any Property Schedules hereunder, the ownership of any item of the Property, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Property or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Property resulting in damage to property or injury to or death to any person; provided, however, that Lessee shall not be required to indemnify Lessor for Losses arising out of or resulting from Lessor's own willful or negligent conduct, or for Losses arising out of or resulting from Lessor's preparation of disclosure material relating to Lease Participation Certificates (other than disclosure material provided to Lessor by Lessee). The indemnification arising under this Section shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement, or the applicable Property Schedule, or the termination of the Lease Term for such Property Schedule for any reason.

ARTICLE XIII

13.01 Events of Default Defined. Any of the following shall constitute an "Event of Default" under a Property Schedule:

- (a) Failure by Lessee to pay any Rental Payment under the Property Schedule or other payment required to be paid with respect thereto at the time specified therein;
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed with respect to the Property Schedule, other than as referred to in subparagraph (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, 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;
- (c) Any statement, representation or warranty made by Lessee in or pursuant to the Property Schedule or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

This is counterpart # _____ of _____ manually executed counterparts. Only counterpart # 1 constitutes chattel paper

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

14.05 Waiver of Jury Trials. Lessee and Lessor hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement or the actions of Lessor or Lessee in the negotiation, administration, performance or enforcement hereof.

14.06 Amendments, Changes and Modifications. This Agreement may be amended in writing by Lessor and Lessee to the extent the amendment or modification does not apply to outstanding Property Schedules at the time of such amendment or modification. The consent of the applicable assignee or Agent, if any, shall be required to any amendment or modification before such amendment or modification shall be applicable to any outstanding Property Schedule.

14.07 Execution in Counterparts. This Agreement and the Property Schedules hereunder 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.

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

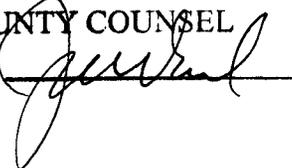
14.09 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

Lessor: Presidio Technology Capital, LLC
By:
Name:
Title:

Lessee: County of Yuba
By:
Name:
Title:

Attest:
By:
Name:
Title:

APPROVED AS TO FORM
ANGIL P. MORRIS-JONES
COUNTY COUNSEL
BY: 

PRESIDIO

TECHNOLOGY CAPITAL

PRESIDIO TECHNOLOGY CAPITAL, LLC · TWO SUN COURT · NORCROSS, GA. 30092-9204

THIS QUARTERLY ADDENDUM (the "Agreement"), which is entered into as of _____ between Presidio Technology Capital, LLC ("Lessor") and County of Yuba (Lessee"), is intended to modify and supplement the Master Equipment Lease Agreement between Lessor and Lessee dated June 1, 2013 (the "Master Equipment Lease Agreement"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Master Equipment Lease Agreement.

Quarterly Addendum

1. LESSEE NAME & ADDRESS: County of Yuba
915 8th St
Suite 119
Marysville, CA 95901
Federal Tax ID No: 94-6000549
State Incorporated: CA
State ID No: _____
2. QUARTERLY ADDENDUM START DATE: 06/1/2013 (Date Lessee can start ordering equipment or services)
3. MASTER EQUIPMENT LEASE AGREEMENT WITH: County of Yuba
4. MASTER EQUIPMENT LEASE AGREEMENT DATE: 06/1/2013
5. To confirm the agreement between County of Yuba. ("Lessee") and Presidio Technology Capital, LLC ("Lessor"), provided Lessee does not suffer a material adverse change (as hereinafter defined), Lessor will lease to Lessee, and Lessee will lease from Lessor, up to \$2,000,000.00 of Tier 1 Computer Equipment or such other computer equipment as agreed to by the parties (the "Property"), between the Quarterly Addendum Start Date ("Agreement") and 06/30/2014 (the "Agreement Term"). Notwithstanding the foregoing, the Agreement Term is the maximum duration of this Agreement, and is subject to quarterly credit approval. The Agreement Term may be modified at any time in Lessor's sole discretion. Lessee will be notified in advance of each quarter of the amount for which Lessee is credit approved for the following quarter of the Agreement Term.
6. During the Agreement Term, Lessee may, from time to time, obtain the Property from one or more mutually agreed upon suppliers. Upon delivery to and acceptance by Lessee (as described below), such Property will become subject to the Master Equipment Lease Agreement dated 06/1/2013 between Lessee and Lessor. Notwithstanding any provision in the Master Equipment Lease Agreement to the contrary, Lessee will have conclusively accepted the Property upon the Approval Date which shall be defined as the earlier of (1) the date Lessee submits to or otherwise approves for payment by Lessor the invoice for the Property or (2) executes and delivers an Acceptance Certificate.
7. Within five (5) days prior to the last day of each quarter during the Agreement Term, Lessor will submit to Lessee, and Lessee will execute and return to Lessor, a Property Schedule and Acceptance Certificate (plus such other documents reasonably requested by Lessor) for the Property delivered to and accepted by Lessee during the prior calendar quarter (excluding, however, the Property delivered during the last five (5) days of the quarter, which will be included on the next Property Schedule). Each Property Schedule will set forth the following terms (unless Lessee and Lessor agree to other terms than those outlined below in a mutually executed letter setting forth such terms, and any such alternative terms will be confirmed and acknowledged in a separate Property Schedule):
 - 7.1 Each Property Schedule for Cisco Lan Equipment will have a Rental Period of 48 months plus a 3 month transition period(s) and will provide for monthly payments, which payments shall commence on the last day of such calendar month.
 - 7.1 (i) The monthly Payment for Cisco Lan Equipment will be equal to the total property cost times the Adjusted Lease Factor. The Adjusted Lease Factor will be determined as of the Acceptance Date and will be equal to (.021638) (the "Base Lease Factor") plus/minus .000044 for every ten basis point difference between the 4 year SWAP Rate as of June 20, 2013 (1.16%) and the same rate as of the Acceptance Date.
 - 7.2 Each Property Schedule for EMC Storage Equipment will have a Rental Period of 48 months plus a 3 month transition period(s) and will provide for monthly payments, which payments shall commence on the c day of such calendar month.
 - 7.2 (i) The monthly Payment EMC Storage Equipment will be equal to the total property cost times the Adjusted Lease Factor. The Adjusted Lease Factor will be determined as of the Acceptance Date and will be equal to (.023197) (the "Base Lease Factor") plus/minus .000044 for every ten basis point difference between the 4 year SWAP Rate as of June 20, 2013 (1.16%) and the same rate as of the Acceptance Date.

- 7.3 Each Property Schedule for Cisco UCS Equipment will have a Rental Period of 48 months plus a 3 month transition period(s) and will provide for monthly payments, which payments shall commence on the last day of such calendar month.
- 7.3 (i) The monthly Payment Cisco UCS Equipment will be equal to the total property cost times the Adjusted Lease Factor. The Adjusted Lease Factor will be determined as of the Acceptance Date and will be equal to (.021769) (the "Base Lease Factor") plus/minus .000044 for every ten basis point difference between the 4 year SWAP Rate as of June 20, 2013 (1.16%) and the same rate as of the Acceptance Date.
- 7.4 Each Property Schedule for VMware will have a Rental Period of 48 months plus a 3 month transition period(s) and will provide for monthly payments, which payments shall commence on the last day of such calendar month.
- 7.4 (i) The monthly Payment for VMware will be equal to the total property cost times the Adjusted Lease Factor. The Adjusted Lease Factor will be determined as of the Acceptance Date and will be equal to (.023197) (the "Base Lease Factor") plus/minus .000044 for every ten basis point difference between the 4 year SWAP Rate as of June 20, 2013 (1.16%) and the same rate as of the Acceptance Date.
8. Along with and in addition to each original executed Property Schedule and Acceptance Certificate (and such other documents reasonably requested by Lessor), Lessee will deliver to Lessor, within ten (10) days of receipt of an invoice;
- (i) a check for an amount equal to one and a half (1 ½) times of the monthly rental payment, representing an interim period of forty-five (45) days from the Approval Date of the Property to the Acceptance Date under the Property Lease Schedule.
9. Lessee acknowledges and agrees that Lessor's agreement to lease to Lessee the Property is expressly conditioned upon Lessee's commitments as set forth above. Lessee also acknowledges and agrees that Lessor intends to assign to an already identified assignee certain Lessor rights under the Property Schedules to be executed under this Agreement. Such assignee has given contingent credit approval to Lessor for such assignment, with final approval being based upon Lessee's creditworthiness and other business considerations deemed relevant by the assignee at the time of any such assignment. In the event (i) Lessee does not enter into the specified Property Schedule on or before the specified date, (ii) Lessee suffers material adverse change (as hereinafter defined) (iii) Lessor's identified assignee mentioned above should withdraw or revoke its approval for the assignment, for any reason, and Lessor shall be unable to obtain, following commercially reasonable efforts, an alternative assignment under substantially similar terms, or (iv) circumstances arise that would otherwise render you in default under the Master Equipment Lease Agreement, or (v) Lessee is otherwise in breach of this Agreement, Lessor will not be obligated to supply or otherwise pay for any further Property under this Agreement and, upon demand, Lessee will immediately pay to Lessor any rent or other amounts which have accrued through such date and purchase all of the Property from Lessor for a total purchase price equal to the total purchase price paid by Lessor for the Property. In such event Lessor will be entitled to retain all rentals previously paid and receive all rentals billed or otherwise accrued but not paid under this Agreement as its fee, and Lessor will not be liable to Lessee for any damages resulting from exercising any of Lessor's remedies under this Agreement or the Master Equipment Lease Agreement.
10. As used herein, a "material adverse change" shall be deemed to have occurred if circumstances arise that, in Lessor's sole opinion, have or could have a material adverse effect on Lessee's operations or financial condition, could impair Lessee's ability to pay rent under this Agreement or any Property Schedule, or could impair Lessee's ability to perform any of Lessee's other obligations under the terms of this Agreement, the Master Equipment Lease Agreement or any Property Schedule.
11. Lessee hereby grants to Lessor a power of attorney to execute, on Lessee's behalf any and all UCC financing statements deemed necessary by Lessor to protect its interest in the property leased hereunder.
12. With respect to each item of Property that becomes subject to this Agreement, this Agreement shall remain in effect until such item of Property becomes subject to a Property Schedule. Upon such item of Property becoming subject to a Property Schedule, this Agreement shall terminate with respect to such item of Property, and such Property Schedule shall govern.

THIS AGREEMENT IS ISSUED PURSUANT TO THE MASTER EQUIPMENT LEASE AGREEMENT, WHICH LESSEE HAS REVIEWED AND HEREBY REAFFIRM, AND WILL BECOME EFFECTIVE ONLY WHEN ACCEPTED IN WRITING BY LESSOR AT ITS OFFICES IN NORCROSS, GEORGIA. LESSEE AGREES THAT THE EQUIPMENT AND LESSEE'S OBLIGATIONS WILL BE SUBJECT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AS IT INCORPORATES THOSE OF THE MASTER EQUIPMENT LEASE AGREEMENT.

Presidio Technology Capital, LLC

By: _____
Authorized Signature

Name (Type or Print) Date

DATE OF ACCEPTANCE BY LESSOR:

 Norcross, Georgia

Quarterly Addendum-New (072011)

County of Yuba

By: _____ <Sign here
Authorized Signature

Name (Type or Print) Date

NONE OF THE PROVISIONS OF THIS SCHEDULE MAY BE WAIVED OR AMENDED EXCEPT IN A WRITING SIGNED BY LESSEE AND LESSOR.

County of Yuba

Authorized Signature By: <Sign here

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