

# Master Lease Agreement

**THIS IS A NON-CANCELABLE,  
LEGALLY BINDING CONTRACT**



Master Lease Number

Lessee (Leasing Customer) - Use exact registered name if a corp., LLC or LP		Lessee's Chief Executive Office - Street		City
Nettie Creek School Corporation		297 E Northmarket St		Hagerstown
Tax ID #	State	County	Zip Code	Lessee's Telephone
35-1073322	IN	Wayne	47346-1320	765-489-4543

In this Master Lease Agreement ("Master Agreement"), the words "You" and "Your" mean the Lessee named above. "We," "Us" and "Our" mean VAR Resources, Inc. "Schedule" means the form of lease schedule attached hereto as Exhibit A. "Supplier" means the equipment supplier supplying the Equipment (defined below) leased under a Schedule. This Master Agreement, together with each Schedule entered into pursuant hereto and the related and supporting documents entered into directly with Us in connection with the transaction represented by a Schedule ("Other Documents"), represent the final and only agreement between You and Us regarding the leasing of the Equipment identified in such Schedule and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements. There are no unwritten oral agreements between You and Us. Neither this Master Agreement nor any Schedule may be changed except by a written agreement between You and Us. Other agreements not stated in this Master Agreement, Schedules and Other Documents (including those contained in any purchase agreement or order between You and the Supplier) are not binding on Us. If you provide a telephone number for a cellular phone or other wireless device, for business purposes, now or in the future, you are expressly consenting to receiving communications (for NON-dialing system from VAR Resources, Inc. and its affiliates and agents. These calls and messages may incur access fees from your cellular provider.

**1. LEASE OF EQUIPMENT.** Each Schedule executed by You represents your agreement to lease from Us the equipment listed therein (together with all existing and future accessories, embedded software programs, attachments, replacements, additions and repairs) (the "Equipment"), upon the terms stated in such Schedule and this Master Agreement. Each Schedule shall be substantially in the form of Exhibit A and shall be deemed to be a separate lease transaction (a "Lease") between You and Us. In the event of any conflict between the provisions of this Master Agreement and the provisions of any Schedule, the provisions of the Schedule shall control. You promise to pay to Us the Lease Payments shown on each Schedule in accordance with the payment schedule set forth therein, plus all other amounts stated herein and therein. Each Schedule is binding on You as of the date You sign it. After You sign a Schedule, We may (i) insert the Lease number thereon and any other information missing in such Schedule, and (ii) change the Lease Payment amount by not more than 15% due to a change in the Equipment configuration, cost or tax amount, or a payment miscalculation. No Schedule is binding on Us until We sign it. If you are other than a sole proprietorship, Your signature on this Master Agreement and on each Schedule constitutes Your representation that the execution and delivery by You of this Master Agreement, the signing this Master Agreement, the Schedules and the Other Documents has been duly authorized to do so.

**2. UNCONDITIONAL OBLIGATION TO PERFORM WITH RESPECT TO EACH SCHEDULE.** You agree that: (a) You, not We, selected the Equipment and the Supplier, (b) We are a separate company from the Supplier, manufacturer and any other vendor (collectively, "Vendors"), the Vendors are NOT Our agents, and no statement, representation or warranty by any Vendor is binding on Us, (c) Your duty to perform Your obligations under the Master Agreement and the Schedules is unconditional despite any equipment or failure, the existence of any law restricting the use of the Equipment, or any other adverse condition whatsoever, (d) if You are a party to any maintenance, service, supplies collect monies owed by You to such Vendor, and no breach by any Vendor will excuse You from fully performing Your payment and other obligations to Us, and (e) if the Equipment is unsatisfactory or if any Vendor fails to provide any service or maintenance or fulfill any other obligation to You, You shall not make any claim against Us and You shall continue to perform your payment and other obligations to Us.

**3. ORIGINAL TERM; END OF TERM OPTIONS; RENEWAL PROVISIONS.** The original term of each Lease represented by a Schedule will begin on a date designated by Us after We accept and sign the Schedule (the "Commencement Date") and will continue for the number of months shown in the Schedule ("Original Term"). As used herein, "Present Term" means the term presently in effect, whether it is the Original Term or a Renewal Term (as defined below). Unless You notify Us in writing at least 90 days but not more than 120 days before the end of a Present Term that, at the end of such Present Term, You intend to (i) return the Equipment, or (ii) exercise the purchase option, if any, specified in terms of the Schedule and of this Master Agreement and Other Documents will continue to apply. If You do notify Us in writing within the time set forth above that You intend to return the Equipment or purchase the Equipment at the end of such Present Term, then, immediately upon the expiration of such Term, You shall return the Equipment subject to the Schedule pursuant to Section 13 of this Master Agreement or purchase the Equipment pursuant to Section 10 of the Schedule, as applicable.

**4. LEASE PAYMENTS.** With respect to each Schedule, Customer agrees to pay a prorated Lease Payment for the period between the Equipment installation date (i.e. the date of the related delivery and acceptance certificate) and the Commencement Date. This prorated or partial payment will be based on the Lease Payment shown on the related Schedule prorated on a 30-day calendar month and will be added to the Customer's first invoice. With respect to each Schedule, Lease Payments plus applicable taxes and other charges provided for herein are payable in advance periodically as stated herein and therein. Restraint endorsements on checks will not be binding on Us. All payments received will be applied to past due amounts and then to the current amount due, in such order as We determine. We may add finance charges to any amount We advance on Your behalf, including, without limitation, taxes and insurance premiums, if any. Any security deposit or estimated future Governmental Charge (as defined in Section 10 below) that You pay is non-interest bearing, may be commingled with Our funds, may be applied by Us at any time to past-due amounts, and the unused portion will be returned to You within 90 days after the end of the final Present Term of the applicable Schedule. If We do not receive a payment in full on or before its due date, You shall pay (i) a fee equal to the greater of 10% of the amount that is late or \$25.00, plus (ii) interest on the part of the payment that is late in the amount of 1.5% per month ("Time-Value Interest") from the due date to the date paid. If any check is dishonored, You shall pay Us a fee of \$20.00.

**5. DELIVERY, LOCATION, OWNERSHIP, USE, MAINTENANCE OF EQUIPMENT.** We are not responsible for delivery or installation of the Equipment relating to any Schedule. You are responsible for Equipment maintenance. You shall not remove the Equipment from the Equipment Location designated in the applicable Schedule unless You first get Our permission. You shall give Us access to each Equipment Location so that We may inspect the Equipment, and You agree to pay Our costs in connection therewith, whether performed prior to or after the Commencement Date of the applicable Schedules. We will own and have title to all Equipment (excluding any software) throughout the Term of each Schedule. You agree that all Equipment is and shall remain personal property. You shall not permit it to become (i) attached to real property or (ii) subject to liens or encumbrances of any kind whatsoever. You represent that all Equipment will be used solely for commercial purposes and not for personal, family or household purposes. You shall use all Equipment in accordance with all laws, operation manuals, service contracts (if any) and insurance requirements, and shall not make any permanent alterations. At Your own cost, You shall keep the Equipment in good working order and wearable condition, ordinary wear and tear excepted ("Good Condition").

**6. NO WARRANTIES; FINANCE LEASE.** WITH RESPECT TO EACH SCHEDULE, WE ARE LEASING THE EQUIPMENT TO YOU "AS IS". WE HAVE NOT MADE AND HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY APPLICABLE LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. You agree that the transaction represented by each Schedule is a "finance lease" as defined in Article 2A of the Uniform Commercial Code ("UCC"). To the extent permitted by law, You hereby waive any and all rights and remedies conferred upon You under UCC Sections 2A-403 and 2A-508 through 522. If it is determined that the transaction represented by any Schedule is other than a "lease" as defined in Article 2A, then You hereby grant to Us a security interest in the Equipment and all proceeds thereof. You authorize Us to record and amend, if appropriate, a UCC financing statement to protect Our interests. With respect to any one or more Schedules, You may be entitled under Article 2A to the promises and warranties (if any) provided to Us by the Vendor(s) in connection with or as part of the contract(s), if any, by which We acquire the Equipment. You may contact the Vendor(s) for an accurate and complete statement of those promises and warranties (if any), including any disclaimers and limitations of them or of remedies. We hereby transfer to You, without recourse to Us, all automatically transferable promises and warranties, if any, made to Us by the Vendor(s).

**NO SCHEDULE MAY BE TERMINATED EARLY. THE TERMS OF THIS MASTER LEASE ARE CONTINUED ON THE REVERSE OR NEXT PAGE -**

Accepted by VAR Resources, Inc. at:  2330 Interstate 30, Mesquite, TX 75150	Lessee: Nettie Creek School Corporation
(Date)	By: <input checked="" type="checkbox"/> _____ (Signature) Print Name: _____

Exhibit A

Equipment Lease Schedule No.

This Equipment Lease Schedule (this "Schedule") is made and entered into as of the 24th day of September, by and between VAR Resources, Inc. (hereinafter "We," "Us" or "Our") and Nettie Creek School Corporation (hereinafter "You" or "Your"). This Schedule is entered into subject to that certain Master Lease Agreement No. 1894583 (the "Master Agreement") between You and Us. All of the terms and conditions set forth in the Master Agreement are hereby reaffirmed and incorporated in and made part of this Schedule, as if fully set forth herein. The Master Agreement, together with this Schedule and the related and supporting documents entered into in connection with this Schedule, represent the final and only agreement between You and Us regarding the leasing of the Equipment identified below and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements. There are no unwritten oral agreements between You and Us relating to the leasing of the Equipment. This Schedule may not be changed except by way of a written agreement between You and Us. Other agreements (including, without limitation, those contained in any purchase agreement or order between You and the Supplier of Equipment) not stated in the Master Agreement or in the Schedule or other supporting documents are not binding on Us. This Schedule, inclusive of the terms and conditions set forth in the Master Agreement, constitutes a separate lease between You and Us. Any amendment to the Master Agreement subsequent to the date of this Schedule shall be ineffective as to this Schedule unless otherwise expressly stated in such amendment. This Schedule may not be modified except in a writing signed by You and Us.

1. We hereby agree to lease to You, and You hereby agree to lease from Us, the following-described Equipment upon the terms and conditions set forth in this Schedule and in the Master Agreement:

Description of Equipment - INCLUDE MAKE, MODEL AND SERIAL NUMBERS (ATTACH ADDITIONAL PAGE IF NECESSARY)

See attached Schedule A

2. Equipment Supplier: VAR Resources, Inc.

3. Equipment Location Address: 701 Baker Rd., Hagerstown, IN 47346-1022

4. Original Term: 48 months

5. Commencement Date of this Lease: 9-24-14

6. Lease Payment Amount: \$3350.11 per: [ ] Month [ ] Quarter [ ] Year [ ] Other:

4-yr lease ending nov '18

7. Check here [ ] if Lease Payment amount includes sales/use tax.

8. \$3,350.11 Lease Payment(s) is(are) due at the time this Schedule is signed, which shall be applied to the:

[ ] First Lease Payment [ ] First and Last Lease Payments [ ] Other

9. Security Deposit: \$

10. Purchase Option at end of Original Term: [ ] None [ ] Fair Market Value as of end of Original Term [ ] One Dollar (\$1.00) [ ] Other:

The above equipment purchase options may be exercised by You only at the end of the Original Term. If you are in default under the Master Agreement or this Schedule at the time you desire to exercise a purchase option, You must cure such default to Our satisfaction before having the right to exercise such option. If the "One Dollar" purchase option is checked above, then the last two sentences of Section 3 of the Master Agreement shall not apply to this Lease (in other words, the "automatic renewal" provisions in Section 3 shall not apply to this Lease). If the "Fair Market Value" option is checked above, then the purchase price will be the fair market retail value of the Equipment, as determined by Us in our sole but reasonable judgment, as of the end of the Original Term.

11. This Schedule is not binding upon Us unless and until We accept this Schedule by signing below. A facsimile copy of this Schedule shall have the same force and effect as the original. This Schedule is non-cancelable and may not be terminated early.

VAR Resources, Inc.

You: Nettie Creek School Corporation

By: X

By: X

Date:

Name (Print):

Accepted and signed in Mesquite, TX

Title:

Date Signed:

Superintendent B  
9/24/14

**SOFTWARE ADDENDUM TO MASTER LEASE AGREEMENT**

**MASTER LEASE # 1894683**

The following is only an addendum and shall only alter the terms and conditions of the Master Lease Agreement (the "Master Lease") as provided herein. All other terms and conditions remain in full force and effect.

With respect to Equipment that is identified as "Software" on any Schedule the following provisions shall be applicable to such Software. Software shall be defined to include any financed software, software licenses, software support, software maintenance, and/or implementation, integration, training, technical consulting, and/or professional services in connection with a software product. ("Software," which is included in the word "Equipment" unless separately stated.)

Notwithstanding any other terms and conditions of the Master Lease, in the event that any Schedule under the Master Lease includes Software, the Lessee agrees that as to such Software only: a) Lessor has not had, does not have, nor shall have, any title to such Software, but instead is only providing financing for the same; b) Lessee has executed or will execute a separate Software agreement which the Lessor is not a party to, nor has any responsibilities whatsoever in regards to such Software agreements, e.g. fees or other payments; c) Lessee has selected such Software; **LESSOR MAKES ABSOLUTELY NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING SUCH SOFTWARE AND HAS NO RESPONSIBILITY FOR THE FUNCTION OF SUCH SOFTWARE OR ANY DEFECTS;** d) Lessee shall indemnify, defend and hold harmless Lessor from and against any loss, cost, expense (including, without limitation, legal fees and costs) or liability incurred by the Lessor under the Master Lease or any Schedule or otherwise in any way related to or connected with the above said Software agreement(s) and in the event Lessor incurs or is threatened by such liability, then upon request of Lessor: Lessee shall promptly accelerate and pay all lease payments due under the Master Lease and **LESSEE'S LEASE PAYMENTS AND OTHER OBLIGATIONS UNDER THIS MASTER LEASE SHALL IN NO WAY BE DIMINISHED ON ACCOUNT OF OR IN ANY WAY BE RELATED TO THE ABOVE SAID SOFTWARE AGREEMENT.** None of the foregoing terms of this paragraph are intended to diminish the Lessee's obligation under the other terms and conditions of this Master Lease.

Lessee grants Lessor a security interest in the Software, the Software agreement, including without limitation, Lessee's rights in the Software granted thereunder, all rights to payment under the Software agreement and all proceeds of the foregoing to secure all amounts Lessee owes Lessor under any agreement with Lessor.

The following shall be additional events of default under the Master Lease: (i) Lessee fails to perform in accordance with the covenants, terms and conditions of the Software agreement, or (ii) the Software agreement is terminated, suspended, materially restricted or limited.

Lessee: Nettle Creek School Corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Superintendent

Date: 9-24-14

**7. LIABILITY; INDEMNIFICATION.** We are not liable for any claims, actions, damages (whether direct, indirect, incidental or consequential), liabilities, losses or costs made against or incurred by You relating to the delivery, installation, possession, use, return, loss of use, defect or malfunction of any Equipment (collectively, "Equipment Matters") with respect to any Schedule. You shall indemnify and defend Us against, and hold Us harmless for, any and all claims, actions, damages, liabilities, losses, and costs (including reasonable attorneys' fees) made against or incurred by Us relating to Equipment Matters.

**8. LOSS; DAMAGE; COLLATERAL PROTECTION; INSURANCE**

You are responsible for the risk of loss or for any destruction of or damage to the Equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us the present value of the total of all unpaid payments for the full term at discounted at two percent. Any proceeds of insurance will be paid to us and credited against the outstanding balance. You agree to keep each item of Equipment fully insured against loss, naming us as lender's loss payee, in an amount not less than replacement cost until this Agreement is terminated as to such item. You also agree to obtain a general public liability insurance policy from anyone who is acceptable to us and to include us as an insured on the policy. You will provide 10 days advance written notice to us of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, we may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.

**9. ASSIGNMENT.** YOU SHALL NOT SELL, TRANSFER, ASSIGN, PLEDGE OR OTHERWISE ENCUMBER (collectively, "Transfer") THIS MASTER AGREEMENT OR ANY SCHEDULE, OR TRANSFER OR SUBLEASE ANY EQUIPMENT, IN WHOLE OR IN PART. We may, without notice to You, Transfer Our interests in this Master Agreement, any one or more Schedules and/or any or all Equipment leased thereunder, in whole or in part, to a third party (a "New Owner"), in which case the New Owner will, to the extent of such Transfer, have all of Our rights and benefits but will not have to perform any of Our obligations (if any). You agree not to assert against the New Owner any claim, defense or offset You may have Against Us or any predecessor in interest.

**10. TAXES AND OTHER FEES.** You are responsible for all taxes (including, without limitation, sales, use and personal property taxes, and excluding only taxes based on Our income), levies, assessments and license and registration fees and other governmental charges relating to each Lease and the ownership, leasing, sale, possession or use of the Equipment leased under each Schedule (collectively, "Governmental Charges"). We may periodically bill you for, and You agree to promptly pay, estimated future Governmental Charges. You authorize Us to pay any Governmental Charges when and as they may become due, and You agree to reimburse Us promptly upon demand for the full amount (less any estimated amounts previously paid by You). You hereby appoint Us as Your attorney-in-fact to sign Your name to any document for the purpose of filing tax returns. You agree to pay Us a fee for preparing and filing personal property tax returns. With respect to each Schedule, You also agree to pay Us upon demand (i) for all costs of filing, amending and releasing UCC financing statements and a fee for each filing and (ii) a processing fee of \$75.00 for each Lease to cover Our investigation, documentation and other administrative costs in originating the Lease. You agree that the fees set forth in this Master Agreement and in the Schedules may include a profit component.

**11. SAVINGS CLAUSE.** If it is determined that any amount charged or collected with respect to a Lease is greater than the amount allowed by law, including, without limitation, any amount that is determined to exceed applicable usury limits (an "Excess Amount"), then (i) any Excess Amount charged but not yet paid will be waived by Us and (ii) any Excess Amount collected will be applied in any amount then due and owing by You with respect to such Lease, adjusted to conform with applicable law, or, if there is no such amount then due and owing by You, will be refunded to You.

**12. DEFAULT.** You will be in default under a Schedule if, with respect to such Schedule, this Master Agreement or any other Schedule or agreement between You and Us, You fail to pay any amount within 15 days of the due date or fail to perform or observe any other obligation. If You are in default, We may do any one or more of the following, at Our option, concurrently or separately: (A) cancel the Lease represented by such Schedule and any one or more Lease(s) represented by any other Schedules, (B) require You to return the Equipment leased under any one or more Schedule(s) pursuant to Section 13 of this Master Agreement, (C) take possession

of and/or render unusable the Equipment leased under such Schedule(s), and for such purposes You hereby authorize Us and Our designees to enter Your premises, with or without prior notice or other process of law, (D) with respect to any one or more Schedules, require You to pay to Us, on demand, an amount equal to the sum of (i) all Lease Payments and other amounts then due and past due, (ii) all Lease Payments for the then-remaining Present Term(s) of such Schedules plus Our residual interest in the Equipment as indicated by Our records, discounted at a rate of 2% per annum (or the lowest rate permitted by law, whichever is higher), (iii) interest at the rate of Time-Value Interest on the amounts specified in clauses "i" and "ii" above from the date of demand to the date paid, and (iv) all other amounts that may thereafter become due hereunder to the extent that We will be obligated to collect and pay such amounts to a third party (such amounts specified in sub-clauses "i" through "iv" referred to below as the "Balance Due"), and/or (E) exercise any other remedy available to Us under law. You also agree to reimburse Us on demand for all reasonable expenses of collection and enforcement (including, without limitation, reasonable attorneys' fees and other legal costs) and reasonable expenses of repossession, holding, preparing for disposition, and disposition ("Remarketing") of the Equipment, plus Time-Value Interest on the foregoing amounts from the date of demand to the date paid. In the event We are successful in Remarketing the Equipment with respect to any Schedule, We shall give You a credit against the Balance Due under such Schedule in an amount equal to the present value of the proceeds received and to be received from Remarketing minus the above-mentioned costs (the "Net Proceeds"). If the Net Proceeds are greater than the Balance Due, We shall pay You such surplus. If the Net Proceeds are less than the Balance Due, You shall be liable for such deficiency. Any delay or failure to enforce Our rights under the Lease shall not constitute a waiver thereof.

**13. RETURN OF EQUIPMENT.** If You are required to return the Equipment under any Schedule, You shall, at Your expense, send the Equipment to any location(s) that We may designate. The Equipment must be properly packed for shipment, freight prepaid and fully insured, and must be received in Good Condition (as defined in Section 3 of this Master Agreement). If You are required to return the Equipment under Section 12 of this Master Agreement, You shall do so promptly upon demand. If You are required to return the Equipment under Section 3 of this Master Agreement, then (i) it must be received by Us in Good Condition within 15 days after the expiration of the then Present Term, (ii) if it is not received within 15 days of the date of demand, You agree to continue paying Lease Payments and all other amounts due hereunder until it is received and accepted by Us in Good Condition, and (iii) You agree to pay a handling and relocking fee of \$250.00 promptly upon demand. If You are required to return the Equipment under any provision of this Master Agreement and it is not in Good Condition when it is received by Us, You agree to pay Our reasonable costs that We incur in connection with repairing or restoring the Equipment to Good Condition (as defined in Section 3 of this Master Agreement).

**14. APPLICABLE LAW; VENUE; JURISDICTION.** The parties agree that this Master Agreement, each Schedule and Other Document shall be treated as though executed and performed in Dallas County, Texas, or the home state of the assignee, and any legal actions relating to this Agreement, any Schedule or any Other Document must be instituted in the courts of Dallas County, Texas or the United States District Court for the Northern District of Texas, or the home state of the assignee which shall have exclusive jurisdiction. YOU AND WE HEREBY WAIVE YOUR AND OUR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY LEGAL ACTION. Each provision of this Master Agreement and of each Schedule shall be interpreted to the maximum extent possible so as to be enforceable under applicable law. If any provision is construed to be unenforceable, such provision shall be ineffective only to the extent of such unenforceability without invalidating the remainder of the Lease.

**15. MISCELLANEOUS.** You represent and covenant to Us that this Master Agreement is, and each Schedule will be, enforceable against You in accordance with its terms, and You acknowledge that this representation and covenant was a material inducement to Us to acquire the Equipment to be leased under each Schedule and to enter into this Master Agreement and each Schedule. This Master Agreement and any one or more Schedules may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document. You acknowledge that You have received a copy of this Master Agreement, and You agree that a facsimile or other copy of this Master Agreement and of any Schedule and Other Document containing Your faxed or copied signature shall be as enforceable as the original executed document.

Lender's initials

## Addendum to Purchase Order and Conditions of Credit Approval

To: Nettle Creek School Corporation

From: VAR Resources, Inc.

Approval Date: 09/19/14

Expiration Date: 11/18/14

Approval Amount: \$143,818.11

Nettle Creek School Corporation ("Customer") understands and agrees that VAR Resources, Inc. ("Lessor") will issue a Purchase Order(s) to the vendor(s) listed below for the product described in the lease or any schedule(s) attached to the lease (the "Product") pursuant to Customer's specific request. If for any reason within 10 days from the date of delivery by Vendor(s) of the product covered by the Purchase Order (the "Product") Customer: (i) fails to execute any required lease documents; (ii) does not provide Lessor with (a) written notice of acceptance of the delivered Product, (b) notice that it has returned some or all of the delivered Product only after Vendor(s) has provided written approval in advance of the return or (c) instructions to pay Vendor(s) for the Product; (iii) for any reason decides not to proceed with the lease; or (iv) for any reason defaults on the lease, then the Product shall be deemed accepted by Customer and Vendor(s) shall have recourse directly from Customer for immediate payment in full with respect to the Product, including, without limitation attorneys' fees and costs of collection, and customer indemnifies and holds Lessor harmless against all payment claims from the following vendor(s) : PC Specialists, Inc.; BD Managed Services, LLC .

PC Specialists, Inc. is an intended third party beneficiary of, and authorized to enforce, this Addendum.

### Conditions of Credit Approval:

Funding is contingent upon our receipt of original executed lease contracts, executed delivery and acceptance form, verbal verification and any other documents required by VAR Resources. VAR Resources may revoke this approval at any time prior to funding or in the event of fraud or a material adverse change in the customer's financial condition. This approval will automatically expire on 11/18/14 as stated above. In the event of approval expiration or revocation, Nettle Creek School Corporation is responsible for paying all invoices for assets ordered from any vendor related to this lease/financing approval.

VAR Resources, Inc. will be issuing the purchase order to the vendors listed above for the items listed on the Schedule "A" of your lease agreement.

By signing this form, I agree that I have not issued, nor will issue a purchase order to the vendors listed above for the equipment and/or software listed on the Schedule "A" of my lease contract.

In the event that you or the any vendor(s) representative changes the ship to address to any address other than 701 Baker Rd. Hagerstown, IN 47346-1022, you agree to pay cash to vendor(s) directly and the lease is considered void.

Agreed to and accepted this 24<sup>th</sup> day of Sept, 2014

Cust: Nettle Creek School Corporation

By: \_\_\_\_\_

Print Name: William Daering, TLO

Title: Superintendent

# SCHEDULE "A"

Nettle Creek School Corporation

Quantity	Manufacturer	Description
22		CAT6 Plenum White 1000 Ft Box
100		Garvin 2" J-Hook with Beam Clamp
8		Horizontal Double Wire Mgr 2RU
83		2 port surface mount Box Ivory
1		7ft Relay Rack
8		Vertical Wire Mgr. HALF SECTION
83		Cat 6 Ivory insert
8		48 Port Cat6 Patch Panel
3		Ground Bar Kit
100		6 GA THHN Green Stranded 500 ft Spool
3		Wall enclosure rack 36"H X 24"D 25U
2		0-12 Port rack Mount Fiber Enclosure
2		SC (3) Duplex L/O OM3&4 Coupler
350		6F 50 micron armored plenum
12		Fastcam SC 50 Micron Laser Opti
15		SC/LC DUP 10GIG 3 meter
83		Blue Cat6 7' patch cords
83		Blue Cat6 3' patch cords
2		12" x 10" Black Ladder Rack
2		Wall Angle Support B - Black
2		Corner Clamp Kit Black
2		Straight Clamp Kit
6		Ceiling Kit for Ladder Rack
2		Radius Drop Down Kit 12" Width Black
1		Miscellaneous Items
13		Trip Charge
205		Cable T&M Labor
72		MERAKI MR18 CLOUD MANAGED AP
13		MERAKI MR26 CLOUD MANAGED AP
85		5YR LIC & SUPPORT ENTERPRISE
1		IMPLEMENTATION SERVICES
1100		LIGHTSPEED COLLABORATIVE FILTER/ADVANCED REPORTING
1		LIGHTSPEED ROCKET(UNIX)-SINGLE BRIDGE COPPER
1		LIGHTSPEED ROCKET ASR WARRANTY 3 YEAR ON ROCKET APPLIANCE
1		HP 2920-48G-POE+ 740W SWITCH
1		HP PROCURVE GIGABIT SX-LC MINI GBIC

1		HP 2920-24G-POE+ SWITCH
1		HP PROCURVE GIGABIT SX-LC MINI GBIC
1		HP 2920-24G-POE+ SWITCH
1		HP PROCURVE GIGABIT SX-LC MINI GBIC
1		HP 2920-48G-POE+ 740W SWITCH
4		HP PROCURVE GIGABIT SX-LC MINI GBIC
1		HP 2920-24G-POE+ SWITCH
1		HP PROCURVE GIGABIT SX-LC MINI GBIC
1		HP 2920-24G-POE+ SWITCH
1		HP PROCURVE GIGABIT SX-LC MINI GBIC
1		HP 2920-24G-POE+ SWITCH
1		HP PROCURVE GIGABIT SX-LC MINI GBIC
1		HP 2920-24G-POE+ SWITCH
1		HP PROCURVE GIGABIT SX-LC MINI GBIC
1		IMPLEMENTATION SERVICES
20		C2G 3FT CAT6 SNAGLESS UTP NETWORK PATCH CABLE-GRAY

Lessee: Nettle Creek School Corporation

Signature: \_\_\_\_\_

Title: Superintendent



Orig. to  
Kevin 12-1-14



NETTLE CREEK SCHOOL CORPORATION  
LEASE PURCHASE SCHEDULE NO. 810-6710764-001  
TO MASTER LEASE AGREEMENT SCHEDULE NO. 557119-6136

THIS SCHEDULE IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT NO. 557119-6136 ("Agreement") DATED October 30, 2014 BETWEEN DELL FINANCIAL SERVICES L.L.C. ("Lessor") AND NETTLE CREEK SCHOOL CORPORATION ("Lessee").

Lessor hereby agrees to lease and/or make available to Lessee subject to the terms, conditions and provisions set forth in this Schedule and in the Agreement, the Products described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

PRODUCT DESCRIPTION AND LOCATION: See below or Exhibit "A" attached to and made a part hereof.

PRODUCT SELLER: ELECTRONIC STRATEGIES, INC., 6855 HILLSDALE CT, INDIANAPOLIS, IN, 46250

Product Description	Product Location	Lessee Purchase Order No.	Primary Term (Mos.)	Commencement Date
See Exhibit 'A'	See Exhibit 'A'	LEASE PROPOSAL	36	December 1, 2014

Rent is payable: in Advance

Payment Period: Annual

**LEASE PURCHASE PROVISIONS**

The following provisions shall apply with respect to this Schedule in addition to those provisions in the Agreement:

**1. SECTION 4. RENT; TAXES; PAYMENT OBLIGATION.**

Insert as a new last sentence to subsection (a) the following:

"For the purposes of this Schedule, the Rent, as well as the principal and interest portions of each Rent payment and the Purchase Price as of the applicable Purchase Date are shown in the chart provided on Exhibit "B", attached to and made a part hereof.

Add as a new last sentence to subsection (b) the following:

"Because the Products will be used for a governmental or proprietary purpose of Lessee, they are exempt from all sales, use and property taxes."

**2. SECTION 11. REPRESENTATIONS AND WARRANTIES OF LESSEE.**

For purposes of this Schedule, add paragraphs (j) through (t) as follows:

(j) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, including but not limited to, the execution and delivery to Lessor of information statements requested by Lessor;

(k) Lessee will not do, cause to be done or fail to do any act if such act or failure to act will cause this Agreement, or any transaction hereunder, to be an Arbitrage Bond within the meaning of Section 148 of the Code or a Private Activity Bond within the meaning of Section 141 of the Code;

(l) The total cost of the Products listed in this Schedule will not be less than the total Principal Portion of the Rent listed in this Schedule;

(m) The Products listed in this Schedule have or will be ordered within six months of the date hereof in order to commence such Schedule;



(n) The Products listed in this Schedule are expected to be delivered and installed, and the Seller fully paid, within one year from the date hereof;

(o) No fund or account which secures or otherwise relates to the Rent has been established;

(p) Lessee will not sell, encumber or otherwise dispose of any property comprising this Schedule prior to the final maturity or termination of such Schedule without a written opinion of nationally recognized bond counsel to the effect that any such disposition will not adversely affect the exclusion of interest on the Rent from gross income for federal income tax purposes;

(q) Lessee agrees to execute, deliver and provide Lessor with satisfactory evidence of the filing of such documentation, as may be required for the purposes of properly reporting this Schedule, including, without limitation, IRS forms 8038-G or 8038-GC, as required under the Code;

(r) It is expected that Rent under this Schedule will be paid from periodic appropriations of the Lessee deposited into the general fund of the Lessee, that such appropriations will equal the Rent due during each Fiscal Period of Lessee, and that all amounts paid for Rent will be from an appropriation made by the Lessee during the Fiscal Period in which such Rent is made;

(s) To the best of Lessee's knowledge, information and belief, the above expectations are reasonable; and

(t) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103, 141 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rent from gross income for purposes of federal income taxation.

Without limiting the generality of the foregoing, Lessor hereby gives notice to Lessee that, upon execution of this Schedule by Lessor, Lessor shall assign all of its right, title and interest in, to and under this Schedule, including all Products and all payments owing under such Schedule, to Dell Equipment Funding L.P. ("DEF") pursuant to a purchase agreement between the Lessor and DEF. Lessee hereby acknowledges and consents to such assignment and shall keep, or cause to be kept, a complete and accurate record of all such assignments in a manner and form necessary to comply with Section 149(a) of the Code and the Treasury Regulations promulgated thereunder. Lessor hereby directs Lessee to continue to make any and all payments required to be made under this Schedule directly to Lessor, as servicing agent for DEF, at the same address to which Lessee is currently making payments unless and until Lessor is directed by DEF to make such payments to a different address or payee."

**TO THE EXTENT PERMITTED BY LAW, AND IN ADDITION TO LESSEE'S OBLIGATION UNDER SECTION 16 OF THE AGREEMENT AND ANY AMENDMENTS THERETO, LESSEE HEREBY ASSUMES LIABILITY FOR, AND SHALL PAY WHEN DUE, AND SHALL DEFEND LESSOR AND ITS SUCCESSORS AND ASSIGNS AGAINST, ANY AND ALL LIABILITIES, LOSSES, DAMAGES, CLAIMS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) RELATING TO OR ARISING OUT OF LESSEE'S BREACH OF ANY OF ITS REPRESENTATIONS, WARRANTIES, OR COVENANTS CONTAINED IN SECTION 11 OF THE AGREEMENT AS SUPPLEMENTED HEREIN.**

### **3. SECTION 12. WARRANTY ASSIGNMENT; EXCLUSION OF WARRANTIES; LIMITATIONS ON LIABILITY; FINANCE LEASE.**

For purposes of this Schedule, delete "FINANCE LEASE" in the title of this Section and delete the first and last sentences of paragraph (d).

### **4. SECTION 17. OWNERSHIP; LIENS AND ENCUMBRANCES; LABELS.**

Insert at the end of this paragraph the following: "Notwithstanding the first sentence of this Section, upon Lessee's acceptance of the Products under this Schedule, title to the Products shall vest in Lessee subject to Lessor's rights under the Agreement; provided that, upon an Event of Default or any termination of this Schedule, other than by Lessee's purchase of the Products, title to the Products shall immediately and without any action by either party vest in Lessor, and Lessee shall immediately surrender possession of the Products to Lessor. Any such transfer of title shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer.

### **5. PURCHASE OPTION.**

Provided that no Event of Default has occurred and is continuing, and upon satisfaction of all payment obligations herein by Lessee, Lessee shall be entitled to Lessor's interest in the Products, AS IS, WHERE IS, WITHOUT WARRANTY OR RECOURSE, EXPRESS, IMPLIED OR OTHERWISE, BY OR AGAINST LESSOR, INCLUDING ANY WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT, other than the absence of any liens by, through, or under Lessor.

As continuing security for Lessee's obligations hereunder, Lessee hereby grants to Lessor, a first-priority security interest in all of Lessee's rights and interest in and to the Products and all proceeds thereof, free and clear of all security interests, liens or encumbrances whatsoever.

**6. COMPLETION OF SCHEDULE:** Lessee hereby authorizes Lessor to insert or update the serial numbers of the Products from time to time as necessary.

By signing below, each of the parties hereto agrees to be bound by the terms of the Agreement, this Schedule and the attached Exhibits "A" and "B".

NETTLE CREEK SCHOOL CORPORATION  
"Lessee"

DELL FINANCIAL SERVICES L.L.C.  
"Lessor"

By: \_\_\_\_\_  
Name: William Doering  
Title: Superintendent  
Date: 12/1/14

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**DELL FINANCIAL SERVICES LEASE PROPOSAL**  
**Nettle Creek School Corporation**  
**April 8, 2015**

Thank you for giving Dell Financial Services L.L.C. ("DFS") the opportunity to provide a technology financing solution. Enclosed is a financing proposal for your new technology needs. We look forward to discussing this opportunity in further detail with you. If you have any questions, please contact me at the phone number or email address below. The lease quote provided below outlines only a few of the options available to you through DFS programs. If the information does not meet your needs, please let us know and we will work with you to tailor a lease program that does. Thank you for your interest in Dell Financial Services.

Sincerely,  
 Missy Totten  
 Dell Financial Services  
 512-724-5095  
[missy.totten@dell.com](mailto:missy.totten@dell.com)

**LEASE PROGRAM: \$1 Buyout Tax Exempt Lease Purchase**

Quote #	Equipment	Unit Price	Qty.	Total Amount Financed	Payment Frequency	Lease Term (months)	Lease Rate Factor	Lease Payments
ESI	Chromebook 11	\$ 423.75	300	\$ 127,125.00	Annual	36	0.34723	\$ 44,141.61

**End of Term Options:**

Tax Exempt Lease Purchase (TELP):

- Exercise the option to purchase the products for \$1.00.
- Return all products to lessor at the lessee's expense.

**LEASE QUOTE:** The Lease Quote is exclusive of interim rental, shipping costs, maintenance fees, filing fees, licensing fees, property or use taxes, insurance premiums and similar items which shall be for Lessee's account. Lessee will pay Payments and all other amounts without set-off, abatement or reduction for any reason whatsoever. Additionally, Lessee shall declare and pay all sales, use and personal property taxes to the appropriate taxing authorities. If you are sales tax exempt, please fax a copy of your Exemption Certificate with the Lease Contract.

**PURCHASE ORDER:** The Purchase Order will be made out to Dell Financial Services, One Dell Way, RR3 / MS8468, Round Rock, TX 78682. The Purchase Order will include the quote number, quantity and description of the equipment. Please be sure to indicate that the PO is for a lease order and shows the type of lease, the term length, and payment frequency. The date of the lease quote referenced should be included. Please be sure to include any applicable shipping costs as a line item. Please include your address as the SHIP TO destination.

**INSURANCE:** The risk of loss on the Equipment is borne solely by the Lessee. Lessee shall be required to purchase and maintain during the Term (i) comprehensive public liability insurance naming Lessor as additional insured; (ii) "all-risk" physical damage insurance in a minimum amount of the Purchase Price, naming Lessor as first loss payee; and, (iii) workmen's compensation insurance.

**APPROPRIATION COVENANT:** The Lease shall contain an appropriation of funds clause. The Lessee will covenant that it shall do all things legally within its power to obtain and maintain funds from which the payments may be paid and Lessee will not give priority or parity in the application of funds to any functionally similar equipment.

**DOCUMENTATION:** Duly executed Agreement and other appropriate documents, including, opinions of counsel, UCC financing statements, audited financials and such other documentation as is reasonably requested by Lessor.

**PROPOSAL VALIDITY/APPROVALS:** This is a proposal based upon market conditions and is valid for 30 days, is subject to final credit approval, review of the economics of the transaction, and execution of mutually acceptable documentation.



**NETTLE CREEK SCHOOL CORPORATION  
LEASE PURCHASE SCHEDULE NO. 810-6710764-002  
TO MASTER LEASE AGREEMENT SCHEDULE NO. 557119-6136**

THIS SCHEDULE IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT NO. 557119-6136 ("Agreement") DATED October 30, 2014 BETWEEN DELL FINANCIAL SERVICES L.L.C. ("Lessor") AND NETTLE CREEK SCHOOL CORPORATION ("Lessee").

Lessor hereby agrees to lease and/or make available to Lessee subject to the terms, conditions and provisions set forth in this Schedule and in the Agreement, the Products described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

PRODUCT DESCRIPTION AND LOCATION: See below or Exhibit "A" attached to and made a part hereof.

**PRODUCT SELLER: ELECTRONIC STRATEGIES, INC., 6855 HILLSDALE CT, INDIANAPOLIS, IN, 46250**

<u>Product Description</u>	<u>Product Location</u>	<u>Lessee Purchase Order No.</u>	<u>Primary Term (Mos.)</u>	<u>Commencement Date</u>
See Exhibit 'A'	See Exhibit 'A'	8823	36	June 1, 2015

Rent is payable: in Advance

Payment Period: Annual

**LEASE PURCHASE PROVISIONS**

The following provisions shall apply with respect to this Schedule in addition to those provisions in the Agreement:

**1. SECTION 4. RENT; TAXES; PAYMENT OBLIGATION.**

Insert as a new last sentence to subsection (a) the following:

"For the purposes of this Schedule, the Rent, as well as the principal and interest portions of each Rent payment and the Purchase Price as of the applicable Purchase Date are shown in the chart provided on Exhibit "B", attached to and made a part hereof.

Add as a new last sentence to subsection (b) the following:

"Because the Products will be used for a governmental or proprietary purpose of Lessee, they are exempt from all sales, use and property taxes."

**2. SECTION 11. REPRESENTATIONS AND WARRANTIES OF LESSEE.**

For purposes of this Schedule, add paragraphs (j) through (t) as follows:

(j) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, including but not limited to, the execution and delivery to Lessor of information statements requested by Lessor;

(k) Lessee will not do, cause to be done or fail to do any act if such act or failure to act will cause this Agreement, or any transaction hereunder, to be an Arbitrage Bond within the meaning of Section 148 of the Code or a Private Activity Bond within the meaning of Section 141 of the Code;

(l) The total cost of the Products listed in this Schedule will not be less than the total Principal Portion of the Rent listed in this Schedule;

(m) The Products listed in this Schedule have or will be ordered within six months of the date hereof in order to commence such Schedule;

(n) The Products listed in this Schedule are expected to be delivered and installed, and the Seller fully paid, within one year from the date hereof;

(o) No fund or account which secures or otherwise relates to the Rent has been established;

(p) Lessee will not sell, encumber or otherwise dispose of any property comprising this Schedule prior to the final maturity or termination of such Schedule without a written opinion of nationally recognized bond counsel to the effect that any such disposition will not adversely affect the exclusion of interest on the Rent from gross income for federal income tax purposes;

(q) Lessee agrees to execute, deliver and provide Lessor with satisfactory evidence of the filing of such documentation, as may be required for the purposes of properly reporting this Schedule, including, without limitation, IRS forms 8038-G or 8038-GC, as required under the Code;

(r) It is expected that Rent under this Schedule will be paid from periodic appropriations of the Lessee deposited into the general fund of the Lessee, that such appropriations will equal the Rent due during each Fiscal Period of Lessee, and that all amounts paid for Rent will be from an appropriation made by the Lessee during the Fiscal Period in which such Rent is made;

(s) To the best of Lessee's knowledge, information and belief, the above expectations are reasonable; and

(t) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103, 141 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rent from gross income for purposes of federal income taxation.

Without limiting the generality of the foregoing, Lessor hereby gives notice to Lessee that, upon execution of this Schedule by Lessor, Lessor shall assign all of its right, title and interest in, to and under this Schedule, including all Products and all payments owing under such Schedule, to Dell Equipment Funding L.P. ("DEF") pursuant to a purchase agreement between the Lessor and DEF. Lessee hereby acknowledges and consents to such assignment and shall keep, or cause to be kept, a complete and accurate record of all such assignments in a manner and form necessary to comply with Section 149(a) of the Code and the Treasury Regulations promulgated thereunder. Lessor hereby directs Lessee to continue to make any and all payments required to be made under this Schedule directly to Lessor, as servicing agent for DEF, at the same address to which Lessee is currently making payments unless and until Lessor is directed by DEF to make such payments to a different address or payee."

**TO THE EXTENT PERMITTED BY LAW, AND IN ADDITION TO LESSEE'S OBLIGATION UNDER SECTION 16 OF THE AGREEMENT AND ANY AMENDMENTS THERETO, LESSEE HEREBY ASSUMES LIABILITY FOR, AND SHALL PAY WHEN DUE, AND SHALL DEFEND LESSOR AND ITS SUCCESSORS AND ASSIGNS AGAINST, ANY AND ALL LIABILITIES, LOSSES, DAMAGES, CLAIMS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) RELATING TO OR ARISING OUT OF LESSEE'S BREACH OF ANY OF ITS REPRESENTATIONS, WARRANTIES, OR COVENANTS CONTAINED IN SECTION 11 OF THE AGREEMENT AS SUPPLEMENTED HEREIN.**

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### **5. PURCHASE OPTION.**

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As continuing security for Lessee's obligations hereunder, Lessee hereby grants to Lessor, a first-priority security interest in all of Lessee's rights and interest in and to the Products and all proceeds thereof, free and clear of all security interests, liens or encumbrances whatsoever.

**6. COMPLETION OF SCHEDULE:** Lessee hereby authorizes Lessor to insert or update the serial numbers of the Products from time to time as necessary.

By signing below, each of the parties hereto agrees to be bound by the terms of the Agreement, this Schedule and the attached Exhibits "A" and "B".

NETTLE CREEK SCHOOL CORPORATION  
"Lessee"

DELL FINANCIAL SERVICES L.L.C.  
"Lessor"

By: \_\_\_\_\_  
Name: William Doering  
Title: Superintendent  
Date: 6/8/15

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



One Dell Way  
Round Rock, TX 78682

NETTLE CREEK SCHOOL CORPORATION  
Amortization Schedule  
Schedule 810-6710764-002  
Exhibit B

Payment #	Opening Balance	RENT	INTEREST	PRINCIPAL	Balance	PURCHASE PRICE
	\$ 127,125.00					
DLED*	\$ -				\$ 127,125.00	
1	\$ 127,125.00	\$ 44,141.61	\$ -	\$ 44,141.61	\$ 82,983.39	\$ 86,797.14
2	\$ 82,983.39	\$ 44,141.61	\$ 3,509.01	\$ 40,632.60	\$ 42,350.78	\$ 46,164.53
3	\$ 42,350.78	\$ 44,141.61	\$ 1,790.83	\$ 42,350.78	\$ (0.00)	\$ -

\*DFS Lease Equipment Discount



CLIENT ASSIGNMENT CONFIRMATION

This Client Assignment Confirmation is entered into on the date first signed below and supplements the Client Services Agreement between Soliant Health, Inc and their Client, Nettle Creek

Education Professional named below has been placed with Client and Client will pay Soliant Health for hours worked by EP according to the terms outlined below:

ASSIGNMENT DETAILS

Education Professional (EP): Michelle Griesdorn Position: SLP-CFY
Assignment Start Date: June 3, 2016 Assignment End Date: June 17, 2016
Bill Rate per Hour: \$ 65.00 Minimum Hours: 37.5 Guaranteed hours per week when school is in session.
Miscellaneous:

PLACEMENT CRITERIA

Licensing: EP [ ] is [ ] is not authorized to begin providing services while professional license is in process.
Teaching Certification: Teaching certification [ ] is [ ] is not required.

DESIGNATED APPROVERS

District Personnel designated by Client to approve Timesheets. If not applicable, respond with N/A.

Table with 4 columns: Name, Title, Phone, Email Address. Three empty rows for data entry.

WORK SITE LOCATIONS

District Schools to which HCP will be assigned: Client to complete. If not applicable, respond with N/A.

School 1:
Location:
School 2:
Location:
School 3:
Location:

Please note: Sales tax will be added to professional fees if required by state law and client is not a tax exempt entity.

Client agrees that it will not directly or indirectly, personally or through another agent or agency, contract with or employ HCP for a period of one year after the latest date of introduction, referral, or completion of the assignment.

If Soliant HCP should be required to travel to other locations at the specific request of the Client, the Client will be responsible for all expenses incurred

Client Signature

Client Printed Name

Client Title

Rebecca Fields (Jun 1, 2016)

Soliant Health, Inc. Signature

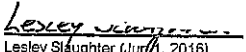
Rebecca Fields

Soliant Health, Inc. Printed Name

Senior Account Executive

Soliant Health, Inc. Title



**Signature:**   
Lesley Slaughter (Jur/1, 2016)

**Email:** [lesley.slaughter@soliant.com](mailto:lesley.slaughter@soliant.com)