



West Virginia Purchasing Division

2019 Washington Street, East
Charleston, WV 25305
Telephone: 304-558-2306
General Fax: 304-558-6026
Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header

List View

- General Information
- Contact
- Default Values
- Discount
- Document Information

Procurement Folder: 109841

Procurement Type: Central Master Agreement

Vendor ID:

Legal Name: JP MORGAN CHASE BANK NA

Alias/DBA:

Total Bid: \$25,000,000.00

Response Date:

Response Time:

SO Doc Code: CRFQ

SO Dept: 0209

SO Doc ID: FAR1500000001

Published Date: 6/3/15

Close Date: 6/11/15

Close Time: 13:30

Status: Closed

Solicitation Description:

Total of Header Attachments: 0

Total of All Attachments: 0



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

**State of West Virginia
 Solicitation Response**

Proc Folder : 109841

Solicitation Description : Addendum - Financing Services for financing State.

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation No	Version
	2015-06-11 13:30:00	SR 0209 ESR06101500000004320	1

VENDOR

000000104774

JP MORGAN CHASE BANK NA

FOR INFORMATION CONTACT THE BUYER

Guy Nisbet
 (304) 558-2596
 guy.l.nisbet@wv.gov

Signature X	FEIN #	DATE
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Financing Agreement				\$25,000,000.00

Comm Code	Manufacturer	Specification	Model #
84120000			

Extended Description : Please see Section (5) of the solicitation for instructions on how to provide your Exhibit A Price Sheet information. Exhibit A must be submitted to the Purchasing Division before Bid Opening date and time.

EXHIBIT A

PRICING PAGE

VENDOR NAME: JPMorgan Chase Bank, N.A.

VENDOR MUST COMPLETE THE COLUMNS C & E (SEE INSTRUCTIONS BELOW)

ALL COLUMNS MUST HAVE DATA EVEN IF ZERO, OTHERWISE WILL BE DISQUALIFIED.

SPREADSHEET WILL AUTO CALCULATE AFTER VENDOR ENTERS REQUIRED INFORMATION

A	B	C	D	E	F	G	H		
Term (YRS)	Financing Bucket	Applica ble H.15 IR Swap	H.15 Swap Index (YRS)	Discount Premium	Base Rate	Fixed Spread/Base Points	Interest Rate	Estimated Principal for Evaluation	Interest
3	\$100,000- \$249,999.99	2-Year	0.0087	0.6242	0.00543	0.021269	0.026700	2,679,119	71,532.46
3	\$250,000- \$499,999.99	2-Year	0.0087	0.6242	0.00543	0.011769	0.017200	2,679,119	46,080.84
3	\$500,000- \$999,999.99	2-Year	0.0087	0.6242	0.00543	0.008569	0.014000	2,679,119	37,507.66
3	\$1,000+	2-Year	0.0087	0.6242	0.00543	0.007469	0.012900	2,679,119	34,560.63
4	\$100,000- \$249,999.99	2-Year	0.0087	0.6242	0.00543	0.019769	0.025200	16,672,670	420,151.27

4	\$250,000- \$499,999.99	2-Year	0.0087	0.6242	0.00543	0.012269	0.017700	16,672,670	295,106.25
4	\$500,000- \$999,999.99	2-Year	0.0087	0.6242	0.00543	0.009869	0.015300	16,672,670	255,091.84
4	\$1,000+	2-Year	0.0087	0.6242	0.00543	0.008969	0.014400	16,672,670	240,086.44
5	\$100,000- \$249,999.99	3-Year	0.0121	0.6242	0.00755	0.017147	0.024700	733,291	18,112.29
5	\$250,000- \$499,999.99	3-Year	0.0121	0.6242	0.00755	0.010947	0.018500	733,291	13,565.88
5	\$500,000- \$999,999.99	3-Year	0.0121	0.6242	0.00755	0.009047	0.016600	733,291	12,172.63
5	\$1,000+	3-Year	0.0121	0.6242	0.00755	0.008347	0.015900	733,291	11,659.33
7	\$100,000- \$249,999.99	4-Year	0.0148	0.6242	0.00924	0.015762	0.025000	1,780,846	44,521.15
7	\$250,000- \$499,999.99	4-Year	0.0148	0.6242	0.00924	0.010862	0.020100	1,780,846	35,795.00
7	\$500,000- \$999,999.99	4-Year	0.0148	0.6242	0.00924	0.009562	0.018800	1,780,846	33,479.90
7	\$1,000+	4-Year	0.0148	0.6242	0.00924	0.009062	0.018300	1,780,846	32,589.48

Total Interest (\$1,000M+ Pricing)	318,895.88
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INSTRUCTIONS:

COLUMNS A, B, AND G ARE SAME FOR ALL VENDORS - CELLS CANNOT BE CHANGED

COLUMN B - Federal Reserve in Publication H.15 Release SWAPS week ending 5/08/2015

COLUMN C - VENDOR MUST INPUT DISCOUNT PREMIUM (enter as decimal - i.e. .45 = 45%)

COLUMN D - BASE RATE (Base Rate = H.15 SWAP X Discount Premium will automatically calculate)

COLUMN E - VENDOR MUST INPUT FIXED SPREAD/BASE POINTS (enter as decimal - i.e. .007579 = .7579%)

COUMN F - INTEREST RATE (Interest Rate = Base Rate + Fixed Spread will automatically calculate)

COLUMN G - THIS PRINCIPAL AMOUNT IS USED BY THE SPREADSHEET TO CALCULATE COLUMN H

COLUMN H - TOTAL INTEREST CALCULATED = Interest Rate (Column F) X Estimated Principal (Column G) will automaticall



JPMorgan Chase Bank, N.A.

Submission to

**The State of West Virginia
Purchasing Division**

Solicitation No. CRFQ 0209 FAR1500000001

(General Equipment Tax-Exempt Lease)

June 11, 2015

<p>Relationship Contact:</p> <p>George Sesock, Executive Director JPMorgan Chase Bank, N.A. 50 South Main St, Floor 03, Akron OH 44308 Telephone: 330-972-1762 george.f.sesock@jpmorgan.com</p>	<p>Leasing Contact:</p> <p>Michael Lucas, Vice President JPMorgan Chase Bank, N.A. 10 South Dearborn St, 22nd FL, Chicago, IL 60603 Telephone: 312-732-7333 michael.j.lucas@chase.com</p>
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CHASE EQUIPMENT FINANCE
 1111 Polaris Parkway
 Suite 3-A
 Columbus, Ohio 43240

Mike Lucas
 Vice President
 Tel: 312-732-7333
 Michael.j.lucas@chase.com

June 10, 2015

Guy Nisbet
 West Virginia Department of Administration
 Purchasing Division
 2109 Washington Street E
 Charleston, WV 25305-0130

Dear Mr. Nisbet:

Chase Equipment Finance "CEF" is pleased to submit the following term financing proposal for your review and consideration. Your approval and acceptance of this proposal will constitute Lessee's application to Lessor. This letter is a proposal only and is contingent upon the Lessee's compliance with the requirements of the Internal Revenue Code of 1986 ("Code"), as amended, and all applicable state laws related to Lessee's ability to enter into a tax-exempt lease-purchase financing for the intended purposes. Upon your approval, this proposal will constitute Lessee's application to Lessor. This is for discussion purposes only and the terms and provisions are subject, among other things, to approval in accordance with Lessor's internal procedures, as well as certain additional conditions as set forth below.

Program Summary

We propose a \$25 million lease line to finance the capital expenditures for the State of West Virginia in response to the RFQ for the Central Master Agreement. Takedowns will occur as requested by the State, and all schedules will have a fixed rate, with terms of three to seven years. The Lessor shall have the right to accept or reject a lease schedule. Please see the included Summary of Terms and Conditions for more details.

Please feel free to contact me at 312-732-7333 if you have any questions, or would like to discuss this proposal in greater detail. Upon receipt of the accepted proposal, we will promptly begin securing the required information and documentation, so we may be in a position to finalize this transaction within your timeline. Thank you for the opportunity. We truly appreciate it.

Sincerely,

CHASE EQUIPMENT FINANCE

Michael J. Lucas

Vice President

CC: George Sesock, Chase Government Banker

State of West Virginia

Accepted Date: _____

By: _____

Title: _____

SUMMARY OF TERMS & CONDITIONS

TRANSACTION SUMMARY

Type of Transaction: This proposal is for a lease line, with associated schedules as fixed-rate, fully amortizing tax-exempt lease-purchase agreements. All lease schedules will be subject to review and approval by Lessor.

Lessor: JPMorgan Chase Bank, NA or any affiliate of JPMorgan Chase Bank, NA, its successors and/or assigns

Lessee: State of West Virginia

Estimated Lease Line Amount: \$25,000,000

Minimum Schedule Size: \$100,000

Location of Equipment: West Virginia

Use of Proceeds: Equipment: Essential use equipment consisting of IT equipment and titled rolling stock.

Expected Financing Term: The initial term of this lease line is expected to be one year, with the possibility of renewal for two additional terms of one year each, upon mutual agreement of both parties.

TRANSACTION DETAILS

Payments: Lessee will be required to make consecutive monthly payments of principal and interest, each in arrears, beginning the first day of the month following the month in which the lease schedule is effective. Alternative payment schedules are available upon request.

Rate: Interest rates for each schedule will be calculated the week preceding the date of execution of an appendix using the following formula:

$$\text{Rate} = [\text{Weekly Average Interest Rate Swap} * .6242] + \text{Spread}$$

- Interest Rate Swaps are published in the Federal Reserve Statistical Release Report H.15
- The swap rate is based upon the amortization of the equipment
- The spread is based upon schedule size
- Blended rates and amortization schedules can be created to accommodate different useful lives of assets on one combined schedule.

Equipment Amortization	Applicable Swap Rate
3 Year Equipment	2 Year Interest Swap Rate
4 Year Equipment	2 Year Interest Swap Rate
5 Year Equipment	3 Year Interest Swap Rate
7 Year Equipment	4 Year Interest Swap Rate

Pricing Example: If equipment has a three year amortization, and the schedule size is \$600,000, the formula will be:

$$[2\text{-Year Interest Rate Swap} \times .6242] + .008569$$

See Exhibit A Attached for Pricing

Non-Bank Qualified: This proposal assumes that Lessee will issue more than \$10 million in tax-exempt obligations this calendar year and that the Lessee will not designate this lease as a “qualified” tax-exempt obligation.

Prepayment: Any lease schedule may be prepaid, in whole or in part, without penalty after the 12th month. During the first 12 months prepayment will be subject to breakfunding.

Security: Lessee will grant Lessor a first priority security interest in the financed equipment.

Disbursement of Proceeds: Lessor will fund directly to vendor or reimburse the Lessee, unless an escrow account is used.

Escrow Account: Upon acceptance of our bid, JPMorgan Chase Bank, NA reserves the right to review and negotiate the escrow agreement and approve Lessee’s proposed Escrow Agent. Lessor typically utilizes Deutsche Bank National Trust which charges a \$1,500 fee for each escrow account. All escrow fees will be paid by Lessee.

Assignment: This proposal assumes that Lessor will assign the transaction to JPMorgan Chase Bank & Co.

Tax Opinion: Lessor does not require tax opinions

Legal Opinion: Lessor will require an opinion letter for every lease schedule

EXPENSES AND FEES

Lessee shall be responsible for all out-of-pocket expenses, including, but not limited to, Lessor’s outside counsel, other attorney fees, search and registrations, and appraisals. *Documentation fees will not be charged on any transaction, and no additional expenses are anticipated at this time.*

OTHER TERMS

Documentation: Lessor shall use the documentation provided with the RFQ. Exceptions to the documents are listed below. The Lessee shall be responsible for its own expenses related to review of the lease documents and delivery of legal/validity opinion to the Lessor.

Documentation Exceptions: The Lessor and Lessee shall agree to reasonably negotiate specific terms to the Master Lease Purchase Financing Agreement, detailed in the attached exceptions list.

Reporting Requirements: Lessee shall deliver audited annual financial statements within 180 days of end of each fiscal year.

Events of Default: The Events of Default will be standard and customary for transactions of this nature.

Maintenance and Insurance: All maintenance and insurance are the responsibility of Lessee.

Representation and Warrants: Usual representations and warranties in connection with the financing, including without limitation, absence of material adverse change, absence of material litigation, absence of Default or potential default and continued accuracy of representations.

Conditions Precedent: Usual and customary conditions related to the issuance of the Tax-Exempt financing, including acceptable legal documentation and standard approvals from the City, State and local officials, as may be required.

Governing Law: All aspects of the financing being discussed including this Proposal and any loan documents would be governed by the laws of the State of West Virginia.

Proposal Only: This proposal is not a commitment to undertake this financing. A commitment can be issued only after full credit and economic review and subsequent approval by the appropriate officers of JPMorgan Chase Bank, NA or any affiliate of JPMorgan Chase Bank, NA, its successors and/or assigns. A commitment shall not be binding on Lessor unless it is in writing and signed by Lessor and accepted by Lessee. Lessor will have the sole right of assignability of this proposal or any lease between Lessee and Lessor.

Expiration Date: This proposal will expire unless Lessee acknowledges its acceptance by signing and returning a copy of this proposal to Lessor by July 15, 2015.

Confidentiality: Chase confirms that it will not use confidential information obtained from you by virtue of the potential transaction contemplated by this proposal or our other relationships with you in connection with the performance by Chase of such services for other companies. You also acknowledge that Chase will not use in connection with the potential transaction contemplated by this preliminary proposal, or furnish to you, confidential information obtained from other companies.

Municipal Advisor Disclosures and Disclaimers: The Lessee acknowledges and agrees that (i) the transaction contemplated herein is an arm's length commercial transaction between the Lessee and the Bank, (ii) in connection with such transaction, the Bank is acting solely as a principal and not as an advisor including, without limitation, a "Municipal Advisor" as such term is defined in Section 15B of the Securities and Exchange Act of 1934, as amended, and the related final rules (the "Municipal Advisor Rules"), agent or a fiduciary of the Lessee, (iii) the Bank is relying on the Bank exemption in the Municipal Advisor Rules, (iv) the Bank has not provided any advice or assumed any advisory or fiduciary responsibility in favor of the Lessee with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (whether or not the Bank, or any affiliate of the Bank, has provided other services or advised, or is currently providing other services or advising the Lessee on other matters), (v) the Bank has financial and other interests that differ from those of the Borrower, and (vi) the Lessee has consulted with its own financial, legal, accounting, tax, and other advisors, as applicable, to the extent it deemed appropriate.

IRS Circular 230 Disclosure: JPMorgan Chase & Co. and its affiliates do not provide tax advice. Accordingly, any discussion of U.S. tax matters contained herein (including any attachments) is not

intended or written to be used, and cannot be used, in connection with the promotion, marketing or recommendation by anyone unaffiliated with JPMorgan Chase & Co. of any of the matters addressed herein or for the purpose of avoiding U.S. tax-related penalties.



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation
 14 – Financial

Proc Folder: 109841

Doc Description: Financing Services for capital financing needs for the State

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2015-05-21	2015-06-11 13:30:00	CRFQ 0209 FAR1500000001	1

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

JPMorgan Chase Bank, N.A.
 1111 Polaris Parkway, Suite A3
 Columbus, OH 43240
 312 732 7333

FOR INFORMATION CONTACT THE BUYER

Guy Nisbet
 (304) 558-2596
 guy.l.nisbet@wv.gov

Signature X

JPMorgan Chase Bank, N.A.

FEIN # 13-4994650

DATE June 11, 2015

All offers subject to all terms and conditions contained in this solicitation

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: FAR150000001

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:
(Check the box next to each addendum received)

<input checked="" type="checkbox"/>	Addendum No. 1	<input type="checkbox"/>	Addendum No. 6
<input type="checkbox"/>	Addendum No. 2	<input type="checkbox"/>	Addendum No. 7
<input type="checkbox"/>	Addendum No. 3	<input type="checkbox"/>	Addendum No. 8
<input type="checkbox"/>	Addendum No. 4	<input type="checkbox"/>	Addendum No. 9
<input type="checkbox"/>	Addendum No. 5	<input type="checkbox"/>	Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

JPMorgan Chase Bank, N.A.

Company



Authorized Signature

June 11, 2015

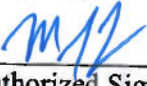
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

JPMorgan Chase Bank, N.A.
(Company)

Michael J. Lucas, Authorized Officer
(Authorized Signature) (Representative Name, Title)

312 732 7333 312 732 2291 June 11, 2015
(Phone Number) (Fax Number) (Date)

REQUEST FOR QUOTATION

Financing Services for equipment and other capital financing needs of various State agencies in the form of a Master Lease Purchase Agreement

10. VENDOR DEFAULT:

10.1. The following shall be considered a vendor default under this Contract.

10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.

10.1.2. Failure to comply with other specifications and requirements contained herein.

10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

10.1.4. Failure to remedy deficient performance upon request.

10.2. The following remedies shall be available to Agency upon default.

10.2.1. Immediate cancellation of the Contract.

10.2.2. Immediate cancellation of one or more release orders issued under this Contract.

10.2.3. Any other remedies available in law or equity.

11. MISCELLANEOUS:

11.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: JPMorgan Chase Bank, N.A. / contact: Michael Lucas

Telephone Number: 312 732 7333

Fax Number: 312 732 2291

Email Address: michael.j.lucas@chase.com

RFQ No. FAR1500000001

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above. to her knowledge, information and belief

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: JPMorgan Chase Bank, N.A.

Authorized Signature: *Marilyn [Signature]* Date: June 11, 2015

State of ILLINOIS

County of Cook, to-wit:

Taken, subscribed, and sworn to before me this 11th day of June, 2015.

My Commission expires Sep 19, 2017, 2017.

AFFIX SEAL HERE

NOTARY PUBLIC *Jaime Herrera*
Purchasing Affidavit (Revised 07/01/2012)

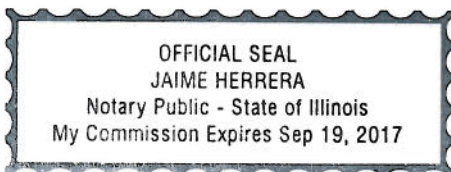




EXHIBIT NO. 1

Exceptions List

Attached to RFQ Proposal Number # FAR1500000001 Bid Submitted by JPMorgan Chase Bank, NA
("Lessor") for the State of West Virginia Department of Administration Purchasing Division
Dated June 3, 2015

1. With regard to the **Lease Purchase Agreement** Section 13. Taxes and Other Charges.

In Section 13 of the Lease Purchase Agreement, Lessor will require the incorporation of a provision providing that Lessee will be responsible for the payment of taxes (other than taxes based on the income of the Lessor) relating to any equipment or its ownership, leasing, rental, sale, purchase, possession or use, or upon any lease/rental payments under the Lease Purchase Agreement, whether such tax is a state, local or federal tax.

2. With regard to the **Lease Purchase Agreement** Section 14. Assignment.

JPMorgan Chase Bank, N.A. typically assigns its rights (as a matter of internal procedure) to JPMorgan Chase & Co. on the day of closing; accordingly, Lessor requests the incorporation of a statement in Section 14 of the Lease Purchase Agreement permitting such assignment.

Our preference is that Lessor receives an assignment of the guaranty as well.

3. With regard to the **Lease Purchase Agreement** Section 17. Option to Purchase.

In Section 17 of the Lease Purchase Agreement, Lessor will require incorporation of a break-funding (i.e. prepayment penalty) during the first 12 months.

4. With regard to the **Lease Purchase Agreement** Section 18 (a). Event of Default.

In Section 18 (a), Lessor will require a 10-day grace period instead of a 45-day grace period for late lease payments.

5. With regard to the **Lease Purchase Agreement** Section 18. Event of Default.

In Section 18, Lessor will require the incorporation of additional remedies: (i) no material adverse change shall have occurred in the financial condition of Lessee or any Supplier, and (ii) Lessee has not filed a petition in a proceeding under any federal or state bankruptcy, insolvency or similar law, or a petition, filed against Lessee is not dismissed within sixty (60) days.

6. With regard to the **Lease Purchase Agreement** Section 19. Remedies on Default.

In Section 19, Lessor will require the incorporation of two additional remedies: (i) the ability to exercise any other right, remedy or privilege under applicable law or take court action at law or in equity and (ii) payment of reasonable attorney's fees.

7. With regard to the **Lease Purchase Agreement Section 21. Escrow Agent.**

Upon acceptance of our bid, JPMorgan Chase Bank, NA reserves the right to review and negotiate the escrow agreement.

8. With regard to Issues of Waiver of Jury Trial.

All parties to this lease waive all rights to trial by jury in any action, proceeding or counterclaim brought by any party against any other party on any matter whatsoever arising out of, in connection with or in any way related to this lease.

9. With regard to Issues of Anti-Corruption Laws and Sanctions.

The Lease shall contain representations and warranties regarding anti-corruption laws and sanctions, including that (1) Lessee has implemented and maintains policies and procedures designed to ensure compliance by the Lessee, its officers, employees and agents with such anti-corruption laws and applicable sanctions in all material respects, (2) Lessee, and to the knowledge of Lessee, its officers and employees or any agents, are in compliance with anti-corruption laws and applicable sanctions, (3) None of Lessee, or to the knowledge of Lessee, its officers or employees, or any agent that will act in capacity with the Lease is a sanctioned person, (4) the advance under the Lease will not violate anti-corruption laws or applicable sanctions.

10. Upon award, additional documents and attachments provided by Lessee remain subject to review and approval by JPMorgan Chase Bank N.A.