



## STATE AND LOCAL GOVERNMENT CUSTOMER RIDER

This State and Local Government Customer Rider (the "Rider") is an addition to and hereby made a part of the Lease Agreement (the "Agreement") between GE HFS, LLC ("Owner") and COUNTY OF CONTRA COSTA, CALIFORNIA ("User") to be executed simultaneously herewith and to which this Rider is attached. Capitalized terms used but not defined in this Rider shall have the respective meanings provided for in the Agreement. Owner and User agree as follows:

1. User represents and warrants to Owner that as of the date of, and throughout the Term of, the Agreement: (a) User is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) User has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Agreement, the performance of its obligations under the Agreement and the acquisition and use of the Equipment; (c) The person(s) signing the Agreement and any other documents required to be delivered in connection with the Agreement (collectively, the "Documents") have the authority to do so, are acting with the full authorization of User's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) The Documents are and will remain valid, legal and binding agreements, and are and will remain enforceable against User in accordance with their terms; and (e) The Equipment is essential to the immediate performance of a governmental or proprietary function by User within the scope of its authority and will be used during the Term of the Agreement only by User and only to perform such function. Upon Owner's request, User shall deliver in a form acceptable to Owner a resolution enacted by User's governing body, authorizing the appropriation of funds for the payment of User's obligations under the Agreement during the User's then current fiscal year.

2. To the extent permitted by applicable law, User agrees to take all necessary and timely action during the Agreement term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Agreement (the "Obligations"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made.

3. Notwithstanding anything to the contrary provided in the Agreement, if User does not appropriate funds sufficient to make all payments due during any fiscal year under a schedule or lease subject to the Agreement (each a "Lease") because User has made a good faith determination that such an appropriation would not be in User's best economic interest, and provided User is not in default of any of User's obligations under such Lease as of the effective date of such termination, User may terminate such Lease effective as of the end of User's last funded fiscal year without liability for future monthly charges or the early termination charge under such Lease, if any, by giving at least 60 days' prior written notice of termination to Owner. User agrees, to the extent permitted by applicable law, that User will not, and may not, terminate any Lease if sufficient funds are appropriated to User or by User for the acquisition, retention, use, operation and/or service of other equipment, which performs functions similar to any of the Equipment covered by such Lease, for or during the fiscal year during the term of such Lease in which such termination is desired by User or the next immediately succeeding fiscal year of User.

4. If User terminates the Lease prior to the expiration of the end of the Lease's Initial Term, or any extension or renewal thereof, as permitted under Section 3 above, User shall return the Equipment to Owner in accordance with the applicable provisions of the Agreement.

5. Any provisions in this Rider that are in conflict with any applicable statute, law or rule shall be deemed omitted, modified or altered to the extent required to conform thereto, but the remaining provisions hereof shall remain enforceable as written.

Owner: GE HFS, LLC

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

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

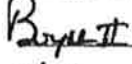
Title: \_\_\_\_\_

Date: \_\_\_\_\_

User: COUNTY OF CONTRA COSTA, CALIFORNIA

By: 

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

Title:  Cynthia L. Shehorn, CPPB

Public Works Division

Purchasing Department

Date: 4/7/20 Contra Costa County

**PROGRESS PAYMENT AGREEMENT**  
(Progress Payment Financing to Lease)

This Progress Payment Agreement, dated as of March 31, 2020 (this "Agreement"), is among **County of Contra Costa, California** ("Customer"), GE HFS, LLC, as lessor (together with its successors and assigns, if any, in such capacity, "Lessor"), and GE HFS, LLC, as lender (together with its successors and assigns, if any, in such capacity, "Lender").

**RECITALS**

A. GE HFS, LLC ("GEHFS") and Customer have entered into that certain Lease Agreement, dated as of March 31, 2020 (the "Lease Agreement") pursuant to which Customer desires to lease from Lessor the equipment listed on Annex I hereto (the "Equipment") pursuant to the terms and conditions of the Lease Agreement. Capitalized terms used herein without definition shall have the meaning ascribed to such terms in, or incorporated by reference into, the Lease Agreement. The Lease Agreement and all related documents (the "Documents") are hereinafter collectively referred to as, the "Lease."

B. Supplier(s) and Customer have heretofore entered into certain supply contracts, purchase orders, purchase agreements or similar agreements (collectively, "Supply Contract"), pursuant to which each such Supplier has agreed to sell on the terms and conditions therein set forth, and Customer has agreed to acquire from each such Supplier, certain or all of the Equipment and/or certain intangible soft cost products or services provided by such Supplier(s) ("Soft Costs"). Pursuant to the terms and conditions of the Lease and related Documents, including an assignment of the Supply Contract, Lessor will purchase the Equipment and lease the Equipment to Customer.

C. The Equipment is scheduled to be installed, manufactured or assembled over time commencing on or about the date hereof and continuing through (and including) 09/30/2020 (the "Installation Period") and/or Customer has requested financing of the Soft Costs during such Installation Period. Customer desires that the Term of the Lease for all the Equipment commence only after the Equipment has been installed and is ready for use. Since certain Suppliers require payment for such Equipment and/or Soft Costs, as applicable, prior to the commencement of the Lease, Customer is desirous of having Lender finance progress payments and other amounts in respect of (x) the applicable Equipment as such Equipment is installed, manufactured or assembled and/or (y) the applicable Soft Costs. Subject to the terms and conditions hereof, Lender is willing to advance money in respect of the Equipment and/or Soft Costs.

NOW THEREFORE, in consideration of the premises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Progress Payment Advances.** Subject to the terms hereof, Lender agrees to make payments to the applicable Supplier(s), and/or to Customer to reimburse Customer for previous payments to a Supplier (each such payment, a "Progress Payment Advance"), as authorized and directed in writing by Customer and approved by Lender in its sole discretion, to finance progress payments and other amounts with respect to the applicable Equipment and/or Soft Costs during the Installation Period. The obligation of Lender to make any Progress Payment Advance is subject to the performance by Customer of all of its agreements and covenants under this Agreement and the fulfillment of the following conditions (as determined by Lender in its sole discretion): (i) no Event of Default (or event which, with the passage of time or giving of notice or both, would constitute an Event of Default) exists, (ii) Lessor's receipt of a correct original invoice for such Progress Payment Advance made out to Lessor from such Supplier, (iii) Lender's and Lessor's receipt of a Funding Request in the form of Exhibit A hereto and in substance satisfactory to Lender and Lessor (in their sole discretion) with respect to the items listed in such invoice, (iv) with respect to any Progress Payment Advance funded to Customer as reimbursement of amounts paid to a Supplier, Lender and Lessor shall have received proof of payment of such amount by Customer to the applicable Supplier, (v) each of Lessor and Lender approves such Progress Payment Advance and such Progress Payment Advance, when added to the amount of all prior Progress Payment Advances, does not exceed \$1,141,965.04 (the "Maximum Amount"), (vi) there has not occurred (1) any adverse change in the business prospects or projections, operations, management, financial or other conditions of Customer, any affiliate of Customer, any Guarantor or any Supplier, or in the industry in which Customer, any Guarantor or any Supplier operates, or which impairs Lender's or Lessor's interest in the Equipment or (2) any change in control of any one of the aforesaid parties, (vii) the Installation Period has not ended, (viii) the representations and warranties of Customer herein and in any other Document are true and correct as of the date such Progress Payment Advance is funded, (ix) Lender's and Lessor's receipt of an assignment of each applicable Supply Contract executed by Customer, Lessor and Lender, and (x) no Progress Payment Advance has been prepaid or repaid. Lender shall be entitled to fully rely and act on a Funding Request provided by Customer to Lender, and neither Lender nor Lessor shall have any duty to verify the content of or accuracy of information contained in any such Funding Request, the authority of the person executing such Funding Request or the identity of the sender thereof.

2. Interest, Fees and No Prepayment. During the period from the date the first Progress Payment Advance is funded until the Lease Commencement Date of the Lease for the Equipment (the "Interim Term"), Customer agrees to pay Lender interest on the dollar amount of Progress Payment Advances funded by Lender at the Contract Rate as defined below ("Interim Interest"). Such Interim Interest payments shall be due on and made by Customer, in arrears, on the first calendar day of each month during the Interim Term and on the last day of the Interim Term. Interim Interest shall be calculated on the basis of a 365-day year (or a 366-day leap year, as applicable) and will be charged for each calendar day on which any Progress Payment Advance is outstanding. Upon the occurrence of the Lease Commencement Date of the Lease for the Equipment and payment of accrued and unpaid Interim Interest, Customer's obligation to pay Interim Interest shall end. If Lender does not receive from Customer payment in full of any Interim Interest or any other sum due under this Agreement, the Lease Agreement or any other Document within ten (10) days after its due date, Customer agrees to immediately pay a late fee equal to 5% on such late Interim Interest or other sum (but not exceeding any lawful maximum), in addition to any other costs, fees and expenses that Customer may owe as a result of such late payment. Customer may not prepay any Progress Payment Advance in whole or in part. For purposes hereof, the "Contract Rate" for each payment of Interest Interim shall be a fixed, simple interest rate of 2.50% per annum. Customer's federal tax identification number is 23-7046788.

3. Incorporation of Lease Agreement and Assignment. The representations, warranties, indemnity obligations and covenants of Customer set forth in the Lease Agreement are incorporated by reference herein in favor of Lender as if Lender were the "Lessor" thereunder and the Equipment constitutes "Equipment" thereunder (and the Soft Costs constitute "Soft Costs" thereunder as applicable; provided that other than Lender's express obligations hereunder, Lender shall have no obligations under the Lease Agreement or any other Document. In furtherance of and without limiting the foregoing, Customer hereby makes such representations and warranties to Lender as of the date hereof and as of the date each Progress Payment Advance is funded by Lender; and Customer agrees to obtain insurance for the Equipment as required by the Lease Agreement with Lender as loss payee. Any breach of this Agreement shall constitute an Event of Default.

This Agreement may be assigned, sold or transferred, in whole or in part, by Lender and/or Lessor without notice to or the consent of Customer (a "Transfer"), and may not be assigned, sold or transferred by Customer. Upon a Transfer of this Agreement in its entirety, Lender and/or Lessor (as applicable) shall automatically be relieved, from and after the date of such Transfer, of liability for the performance of any of its obligation contained in this Agreement arising or accruing from or after such Transfer. Upon notification from Lender or Lessor to Customer of a Transfer, Customer agrees to acknowledge such Transfer, and to make any payments required hereunder to the assignee or as directed by Lender or Lessor (as applicable). Customer also agrees to confirm in writing receipt of the notice of a Transfer as may be reasonably requested by the applicable transferee and Customer hereby waives and agrees not to assert against any applicable transferee any defense, set-off, recoupment claim or counterclaim which Customer has or may at any time have against Lender or Lessor (as applicable) for any reason whatsoever.

4. Lease Commencement Date and Remedies. If an Event of Default occurs during the Installation Period, or if the last day of the Installation Period occurs prior to the Lease Commencement Date of the Lease of the Equipment (any such occurrence, a "Progress Payment Event of Default"), Lender, at its option, may: (i) declare any or all of the Progress Payment Advances, Interim Interest, the Liquidated Damages Fee (as defined below) and other amounts due hereunder to be immediately due and payable, without demand or notice to Customer; provided that upon the occurrence of any Event of Default with respect to a bankruptcy, receivership, assignment for the benefit of creditors, insolvency or other similar proceeding involving Customer or any Guarantor, any and all of the Progress Payment Advances, Interim Interest, the Liquidated Damages Fee and other amounts due hereunder shall automatically become immediately due and payable, without any action by any person or entity, (ii) refuse to extend any further credit to Customer, (iii) terminate this Agreement immediately without notice, (iv) with or without legal process, enter any premises where the Collateral (as defined below) may be and take possession and/or remove the Collateral from such premises, (v) sell the Collateral at public or private sale, in whole or in part, and have the right to bid and purchase at such sale, (vi) lease or otherwise dispose of all or part of the Collateral, applying proceeds therefrom to the obligations then in default, and (vii) hold, appropriate, apply or set-off any and all moneys, credits and indebtedness due from Lender or any of Lender's affiliates (including any direct or indirect parent, subsidiary or sister entity) to Customer. In addition to and without limiting Lessor's rights under the Master Agreement and the other Documents, at Lessor's option, the occurrence of a Progress Payment Event of Default shall constitute an Event of Default under the Lease Agreement and upon such occurrence, Lessor shall, among other rights, have the right to refuse to enter into the Schedule. The accelerated Progress Payment Advances, Interim Interest, the Liquidated Damages Fee and other accelerated amounts due hereunder shall bear interest from the occurrence of the Event of Default (both before and after any judgment) until paid in full at a per annum rate equal to the Per Diem Interest Rate. Lender shall have, in additions to the rights and remedies under this Agreement and the other Documents, all other rights and remedies provided to a secured creditor under the Uniform Commercial Code and under other applicable law, all of which rights and remedies shall be cumulative. Upon payment by Customer of all amounts owing under this Agreement following the occurrence and continuance of a Progress Payment Event of Default, this Agreement shall be terminated and of no force and effect with no further recourse to any party hereto as to such Equipment that is not delivered and/or accepted. Upon receipt of such payments by Lender, Lender shall assign to Customer without warranty or recourse, all of Lender's right, title and interest in and to such Equipment, including the advances made with respect thereto, all on an "AS-IS" "WHERE-IS" BASIS. Any such termination shall not affect or impair the Lease as it relates to any Equipment as to which the

Term of the Lease has commenced. For purposes hereof, the "Liquidated Damages Fee" shall be an amount equal to ten percent (10%) of the Progress Payment Advances funded by Lender (but in no event exceeding any lawful maximum under applicable law). If the Progress Payment Advances or any portion thereof are declared to be due and payable or otherwise accelerated pursuant to this paragraph, Customer agrees to pay Lender the Liquidated Damages Fee upon demand therefor and agrees that such fee constitutes liquidated damages and is not a penalty.

Customer understands that Customer bears the risks and expenses if for any reason the Lease Term does not commence, and Customer agrees to indemnify each of Lender, Lessor and each other Lessor Party and defend and hold each of Lender, Lessor and each other Lessor Party harmless from any costs, losses, expenses and/or liabilities, including without limitation reasonable attorneys' fees, that may arise from the non-commencement of the Lease Term, or that otherwise arise from or in any way relate to this Agreement or the transactions contemplated hereby, the Supply Contract and/or the Equipment or Soft Costs. It is the intent of Lender, Lessor and Customer that (i) until the occurrence of the Lease Commencement Date of the Lease for the Equipment, the advance of Progress Payment Advances hereunder does not constitute a lease, but constitutes a financing on behalf of, and/or made to, Customer by Lender, which amounts Customer agrees to repay to Lender in accordance with the terms hereof and (ii) upon occurrence of the Lease Commencement Date of the Lease for the Equipment and payment of accrued and unpaid Interim Interest, the aggregate amount of Progress Payment Advances made hereunder shall be deemed to be part of the total Equipment cost paid by Lessor pursuant to the Lease and/or applicable Soft Costs under the Lease.

5. Security Interest. Customer hereby grants to Lender and the Lessor Parties a first priority security interest in all of Customer's right, title and interest in and to the Supply Contract, the Equipment (if any), together with all additions, attachments, accessories and accessions thereto whether or not furnished by Supplier of the Equipment, any and all substitutions, upgrades, replacements or exchanges therefor, and any and all insurance and/or other proceeds of the property in and against which a security interest is granted hereunder (the "Collateral"). This security interest is given to secure the prompt payment and performance of all debts, obligations and liabilities of any kind whatsoever of Customer to Lender and/or any Lessor Parties, now existing or arising in the future under this Agreement, the Lease Agreement or any other Document, and any renewals, extensions and modifications of such debts, obligations and liabilities. Customer irrevocably authorizes Lender to file UCC financing statements ("UCCs"), and other filings with respect to the Collateral or any other collateral granted to Lender herein and all proper terminations of the filings of other secured parties with respect to the Collateral, in such form and substance as Lender, in its sole discretion, may determine. Customer acknowledges and agrees that Lender and the Lessor Parties may perfect the security interest hereunder directly or through any current or future agents, representatives or bailees. Without Lender's prior written consent, Customer agrees not to file any corrective or termination statements or partial releases with respect to any UCCs filed by Lender pursuant to this Agreement until the last to occur of either (1) all amounts outstanding hereunder (including, without limitation, Progress Payment Advances) have been paid in full or (2) the Lease Commencement Date of the Lease for the Equipment has occurred. Lender and Lessor Parties may set off any amounts owed to Lender or Lessor Parties by Customer or any of its affiliates. Customer hereby appoints Lender its true and lawful attorney, with full power of substitution, which power is coupled with Lender's interest in the Collateral, to take such action as Lender may deem necessary to protect and preserve its security interest in the Collateral, and waives, to the extent permitted by applicable law, all of its right of notice, demand, dishonor, marshalling of the Collateral, to be informed of the place and time of sale, advertising, statutory method of foreclosure, to receive bonds or securities and all rights of redemption. Customer will not change its state of incorporation or organization, its "location" for purposes of Section 9-307 of the Uniform Commercial Code or its name as it appears in official filings in the state of its incorporation or organization without giving Lender at least sixty (60) days' prior written notice, and Customer's "location" for purposes of Section 9-307 of the Uniform Commercial Code is the state of its incorporation or organization. Customer shall not (i) sell, rent, lend, mortgage, grant a security interest in or otherwise encumber or transfer any of the Collateral and (ii) allow any of the Collateral to be subject to any liens, security interests, mortgages, claims, charges or other encumbrances, in each case, other than pursuant to, or as permitted under, the terms and provisions of the Documents.

6. Jury Trial Waiver, Governing Law and Jurisdiction. THE PARTIES HERETO, TO THE EXTENT PERMITTED BY LAW, WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF, IN CONNECTION WITH OR RELATING TO, THIS AGREEMENT, ANY OTHER DOCUMENTS AND ANY OTHER TRANSACTION CONTEMPLATED HEREBY AND THEREBY. THIS WAIVER APPLIES TO ANY ACTION, SUIT OR PROCEEDING WHETHER ARISING IN TORT, CONTRACT OR OTHERWISE. The laws of the state of Wisconsin shall govern all matters arising out of, in connection with or relating to this Agreement including, without limitation, its validity, interpretation, construction, performance and enforcement (including, without limitation, any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest). Any legal action or proceeding with respect to this Agreement shall be brought exclusively in the federal or state courts located in the state of Wisconsin, and, by execution and delivery of this Agreement, Customer hereby accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts; provided that nothing in this Agreement or any other Document shall limit the right of Lender or Lessor to commence any proceeding (legal or equitable) in the federal, state or other courts of any other domestic or foreign jurisdiction to the extent Lender or Lessor determines that such action is necessary or appropriate to preserve, protect

or enforce its rights or remedies under this Agreement. Customer hereby irrevocably waives any objection, including any objection to the laying of venue or based on the grounds of forum non conveniens, that it may now or hereafter have to the bringing of any such action or proceeding in such jurisdictions.

7. Miscellaneous. Time is of the essence of this Agreement. Lender's or Lessor's failure at any time to require strict performance by Customer of any of the provisions hereof shall not waive or diminish Lender's or Lessor's right at any other time to demand strict compliance with this Agreement. All notices required to be given hereunder shall be given in accordance with the provisions of the Lease Agreement; provided that any notices to Lender shall be given to Lender in care of Lessor. This Agreement and Documents to the extent relating hereto constitute the entire agreement of the parties with respect to the subject matter hereof. No variation or modification of this Agreement shall be valid unless in writing and signed by an authorized representative of the parties hereto. Any provisions in this Agreement that are in conflict with any statute, law or applicable rule shall be deemed omitted, modified or altered to conform thereto. Any consent, approval or waiver referenced in this Agreement or otherwise requested by Customer with respect thereto, shall be given or withheld in the sole discretion of each of Lender and Lessor, as applicable. This Agreement and any amendments, waivers, consents or supplements hereto or in connection herewith may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Delivery of an executed signature page of this Agreement or any delivery contemplated hereby by facsimile or electronic transmission shall be as effective as delivery of a manually executed counterpart thereof. Each of the parties hereto intends to comply with any applicable law(s) governing the regulation of interest. Accordingly, notwithstanding anything to the contrary herein, in no event shall this Agreement require the payment or permit the collection of interest or any amount in the nature of interest or fees in excess of the maximum amount permitted by applicable law. If for any reason the amount of any interest contracted for, charged or received hereunder shall exceed the maximum amount of interest permitted by applicable law, then (i) any such excess which may have been collected shall, at Lender's option, be either applied to amounts that are lawfully due and owing hereunder or refunded to Customer, and (ii) the effective rate of interest shall be automatically reduced to the maximum lawful contract rate allowed under applicable law as now or hereafter construed by a court of competent jurisdiction. Credit to Customer's account for payments made hereunder may be delayed if payment is (i) not received at the Lender's payment address indicated in Lender's invoice or other instructions from Lender from time to time or (ii) not accompanied by Lender's invoice number. Preferred forms of payment include direct debit, wires, company checks and certified checks. Payment in any other form may delay processing or be returned to Customer. Delayed credit may cause Customer to incur a late payment fee. All credits for payments of Customer's account for this Agreement are subject to final payment by the institution on which the item of payment was drawn. Without prejudice to any of the rights and remedies of Lender hereunder or under any of the other Documents, all written communication concerning disputed amounts, including any check or other payment instrument that (i) indicates that the written payment constitutes "payment in full" or is tendered as full satisfaction of a disputed amount or (ii) is tendered with other conditions or limitation must be mailed or delivered to Lender at the address for billing inquiries and/or correspondence shown on the invoice or statement and not to the payment address. Customer and each of Customer's affiliates authorize each of Lender and Lessor to disclose information about Customer and Customer's affiliates that Lender or Lessor may at any time possess to any Lender or Lessor affiliate, successor, assign and/or participant, whether such information was supplied by Customer to Lessor or to Lender or otherwise obtained by Lessor or Lender. Customer hereby acknowledges that it has not received or relied on any legal, tax, financial or accounting advice from Lender or any Lessor Party and that Customer has had the opportunity to seek advice from its own advisors and professionals in that regard.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date set forth above.

LENDER

GE HFS, LLC

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

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

Title: Authorized Signatory

LESSOR

GE HFS, LLC

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

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

Title: Authorized Signatory

CUSTOMER

COUNTY OF CONTRA COSTA, CALIFORNIA

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

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

Title: \_\_\_\_\_

*Buyer II* 4-7-20

Cynthia L. Shohorn, CPPB  
Public Works Division  
Purchasing Department  
Contra Costa County

**EXHIBIT A  
FORM OF FUNDING REQUEST**

FUNDING REQUEST NUMBER \_\_\_\_\_

Funding Request Number \_\_\_\_\_, dated as of \_\_\_\_\_, to Progress Payment Agreement, dated as of \_\_\_\_\_ (the "Progress Payment Agreement"), among \_\_\_\_\_ ("Customer"), GE HFS, LLC, as lessor (together with its successors and assigns, if any, in such capacity, "Lessor"), and GE HFS, LLC, as lender (together with its successors and assigns, if any, in such capacity, "Lender"). Capitalized terms used herein without definition shall have the meaning set forth in, or incorporated by reference into, the Progress Payment Agreement. This Funding Request is executed by Customer for the benefit of each of Lender and Lessor.

Customer hereby authorizes Lender to pay the Supplier(s) listed below the amounts specified below for the Equipment identified below or to reimburse Customer for previous payments to such Supplier, all of which payments by Lender shall constitute Progress Payment Advances made by Lender to Customer under and subject to the Progress Payment Agreement. Correct original invoices made out to Lessor from each Supplier for such payments or reimbursements are attached hereto and delivered to Lessor. With respect to any Progress Payment Advance funded to Customer as reimbursement of amounts paid to a Supplier, proof of payment by Customer to the applicable Supplier of such amount is also attached.

<u>Supplier and Address of Supplier</u>	<u>Equipment</u>	<u>Amount</u>	<u>Paid to Supplier or Reimbursed to Customer</u>

**CUSTOMER HEREBY AGREES, REPRESENTS AND WARRANTS THAT:**

1. If applicable, Customer has inspected the Equipment covered by this Funding Request. The Equipment and products described herein comply with the specifications and requirements under the applicable Supply Contracts and each Supplier has satisfied any applicable conditions precedent for receipt of the amounts specified herein.
2. Customer confirms that all of the terms and conditions of the Progress Payment Agreement and the Lease Agreement are hereby in full force and effect in all respects and reaffirms its obligations thereunder.
3. Total amount of Progress Payment Advances requested hereunder is: \$ \_\_\_\_\_ (the "Requested Amount").
4. The sum of (i) the Requested Amount and (ii) all Progress Payment Advances funded prior to the date hereof equals \$ \_\_\_\_\_, which does not exceed the Maximum Amount.

Customer

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

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

Title: \_\_\_\_\_

*\* To BESIGNEDANCE Equipment HAS BEEN  
RECEIVED IN GOOD CONDITION*

*(Brehon) 4-7-20*

**ANNEX I**

**DESCRIPTION OF EQUIPMENT**

<b>EQUIPMENT DESCRIPTION</b> <b>Supplier/Manufacturer ("Supplier")</b>	<b>Number of Units</b>	<b>Model, Unit # and/or Type of Equipment ("Equipment")</b>
GE HEALTHCARE	1 (One)	GE Revolution EVO Gen 2 EX Mobile CT Unit Vendor Order Number 4890808
AMST, A KENTUCKY TRAILER COMPANY	1 (One)	Kentucky Semi- Trailer VIN 1KKVA4225KL243755 Vendor Order Number 4890808
CATALINA IMAGING	1 (One)	CT training and other various soft costs





Internal Contract Ref. # 510011910-1  
Internal Order Ref. #

**PURCHASE ORDER ASSIGNMENT  
RELATING TO LEASE AGREEMENT  
DATED AS OF 03/31/2020**

**EQUIPMENT DESCRIPTION: ONE (1) GE Revolution EVO Gen 2 EX Mobile CT Unit, ONE (1) Kentucky Semi-Trailer, ONE (1) CT Training and other various soft costs**

THIS PURCHASE ORDER ASSIGNMENT AGREEMENT, dated as of 03/31/2020 ("Agreement"), is between the undersigned Lessor and Lessee.

**WITNESSETH:**

Lessee desires to lease the equipment ("Equipment") described in the Lease Agreement referenced above (such Lease Agreement herein referred to as the "Lease").

Lessee desires to assign, and Lessor is willing to acquire, certain of Lessee's rights and interests under and to purchase order(s), agreement(s), and/or document(s) (the "Purchase Orders") which Lessee has heretofore issued to, or entered into with, the supplier of the Equipment ("Supplier") for the acquisition of the Equipment.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, Lessor and Lessee hereby agree as follows:

**SECTION 1. ASSIGNMENT.**

(a) Lessee does hereby assign and set over to Lessor all of Lessee's rights and interests in and to the Equipment and the Purchase Orders as the same relate thereto including, without limitation, the rights to purchase, to take title, and to be named the purchaser in the bill of sale for the Equipment. Notwithstanding anything to the contrary contained herein, Lessee's rights and obligations with respect to any applicable software license regarding the Equipment are not hereby assigned or delegated by Lessee to Lessor or to any other party. Lessor agrees that Lessor obtains no rights to any Software or other materials licensed by Supplier to Lessee under the Purchase Orders, provided however, that if Lessor obtains possession of the Equipment from Lessee, for whatever reason, Lessor may obtain and transfer the licensed software in accordance with the terms of the license.

(b) If, and so long as, no default exists under the Lease, Lessee shall be, and is hereby, authorized during the term of the Lease to assert and enforce, at Lessee's sole cost and expense, from time to time, in the name of and for the account of Lessor and/or Lessee, as their respective interests may appear, whatever claims and rights Lessor may have against any Supplier of the Equipment.

**SECTION 2. CONTINUING LIABILITY OF LESSEE.**

It is expressly agreed that, anything herein contained to the contrary notwithstanding: (a) Lessee shall at all times remain liable to the Supplier to perform all of the duties and obligations of the purchaser under the Purchase Orders to the same extent as if this Agreement had not been executed, (b) the execution of this Agreement shall not modify any contractual rights of the Supplier under the Purchase Orders and the liabilities of the Supplier under the Purchase Orders shall be to the same extent and continued as if this Agreement had not been executed, (c) the exercise by Lessor of any of the rights hereunder shall not release Lessee from any of Lessee's duties or obligations to the Supplier under the Purchase Orders, and (d) Lessor shall not have any obligation or liability under the Purchase Orders by reason of, or arising out of, this Agreement or otherwise or be obligated to perform any of the obligations or duties of Lessee under the Purchase Orders or to make any payment (other than under the terms and conditions set forth in the Lease) under the Purchase Orders or to make any inquiry of the sufficiency of or authorization for any payment received by any Supplier or to present or file any claim or to take any other action to collect or enforce any claim for any payment assigned hereunder.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

Lessor:

GE HFS, LLC

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

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

Title: Duly Authorized Signatory

Lessee:

COUNTY OF CONTRA COSTA, CALIFORNIA

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

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

Title: \_\_\_\_\_

Cynthia L. Shehorn, CPPB  
Public Works Division  
Purchasing Department  
Contra Costa County

4-7-20