Form No. DTMB-3524 (Created 4/2012)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: No further payment will be made to the previous Contractor name and or number.

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PROCUREMENT
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48913

CHANGE OF CONTRACTOR NAME AND OR TAX IDENTIFICATION NUMBER

CONTRACT NO. 071B4300063

hereafter referred as

CONTRACT NO. 071B4300081

between

THE STATE OF MICHIGAN

and

CURRENT NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
U.S. Bancorp Government Leasing and Finance, Inc. DN-CO-T7CS 950 17th Street, 7th Floor Denver, CO 80202	Myra Aksamit	Myra.aksmit@usbank.com
	TELEPHONE	NEW CONTRACTOR #, MAIL CODE
	303-585-4054	

PREVIOUS NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Carlyle Capital Markets, Inc. 14755 Preston Road, Suite 510 Dallas, TX 75254	Barry L. Friedman	barry@ccmidallas.com
	TELEPHONE	PREVIOUS CONTRACTOR #, MAIL CODE
	972-404-8686	

DESCRIPTION OF CHANGE NOTICE:
THE CONTRACTOR HAS NOTIFIED THE STATE OF MICHIGAN OF A CHANGE IN ITS BUSINESS NAME AND OR TAX IDENTIFICATION NUMBER. DUE TO THE INTERNAL SYSTEMS RELATED TO THE RELEASE OF CONTRACTOR PAYMENTS, A NEW CONTRACT NUMBER MUST BE ASSIGNED. THE NEW CONTRACT NUMBER IS 071B4300081. EXCEPT FOR THE NEWLY-ASSIGNED NUMBER, THE CONTRACT TERMS AND CONDITIONS REMAIN IN EFFECT. **THIS CHANGE IS EFFECTIVE: April 3, 2014**
$1,364,454.72 REMAINING ON CONTRACT # 071B4300063 TO BE TRANSFERRED TO CONTRACT # 071B4300081

Form No. DTMB-3524 (Created 4/2012)
Change of Contractor Name or Tax Identification Number
Contract No. 071B4300063 hereafter referred as Contract No. 071B4300081

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	DTMB	Rick Hoffman	517-636-0556	hoffmanr1@michigan.gov
BUYER:	DTMB	Mike Breen	517-284-7002	breenm@michigan.gov

CONTRACT SUMMARY:

DESCRIPTION: (Descriptive Contract Title (Not always the same language as provided in MAIN)

Lease purchase of EMC IT Equipment-DTMB

INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
4 years	February 28,2014	February 28, 2018	None
PAYMENT TERMS	**F.O.B**	**SHIPPED**	**SHIPPED FROM**
Net 45	N/A	N/A	N/A

ALTERNATE PAYMENT OPTIONS:	AVAILABLE TO MiDEAL PARTICIPANTS
☐ P-card ☐ Direct Voucher (DV) ☐ Other	☐ YES ☒ NO

MINIMUM DELIVERY REQUIREMENTS:

N/A

FOR THE CONTRACTOR:

U.S. Bancorp Government Leasing and Finance, Inc.

Firm Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Jeff Brownlee, Chief Procurement Officer

Name/Title

DTMB Procurement

Enter Name of Agency

Date

Form No. DTMB-3522 (Rev. 4/2012)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PROCUREMENT
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

NOTICE
OF
CONTRACT NO. 071B4300063
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Carlyle Capital Markets Inc. 14755 Preston Road, Suite 510 Dallas, TX 75254	Barry L. Friedman	barry@ccmi-dallas.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	972-404-8686	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	DTMB	Paula Hurst	517-284-7016	hurstp2@michigan.gov
BUYER:	DTMB	Paula Hurst	517-284-7016	hurstp2@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: **Lease/Purchase of EMC IT Equipment - DTMB**			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
4 years	February 28, 2014	February 28, 2018	None
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 45	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
☐ P-card ☐ Direct Voucher (DV) ☐ Other			☐ YES ☒ NO
MINIMUM DELIVERY REQUIREMENTS:			
N/A			
MISCELLANEOUS INFORMATION:			
N/A			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:			$1,364,454.72

Form No. DTMB-3522 (Rev. 4/2012)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PROCUREMENT
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CONTRACT NO. 071B4300063
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Carlyle Capital Markets Inc.	Barry L. Friedman	barry@ccmi-dallas.com
14755 Preston Road, Suite 510	TELEPHONE	CONTRACTOR #, MAIL CODE
Dallas, TX 75254	972-404-8686	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	DTMB	Paula Hurst	517-284-7016	hurstp2@michigan.gov
BUYER:	DTMB	Paula Hurst	517-284-7016	hurstp2@michigan.gov

CONTRACT SUMMARY:

DESCRIPTION: **Lease/Purchase of EMC IT Equipment - DTMB**

INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
4 years	February 28, 2014	February 28, 2018	None
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 45	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
☐ P-card ☐ Direct Voucher (DV) ☐ Other			☐ YES ☒ NO

MINIMUM DELIVERY REQUIREMENTS:

N/A

MISCELLANEOUS INFORMATION:

N/A

ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:	$1,364,454.72

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the email quote (Barry L. Friedman, 12/20/2013). Orders for delivery will be issued directly by the Department of Technology, Management & Budget through the issuance of a Purchase Order Form.

FOR THE CONTRACTOR:	**FOR THE STATE:**
Carlyle Capital Markets Inc.	
Firm Name	Signature
	Jeff Brownlee, Chief Procurement Officer
Authorized Agent Signature	Name/Title
	DTMB Procurement
Authorized Agent (Print or Type)	Enter Name of Agency
Date	Date

LEASE WITH OPTION TO PURCHASE

This Lease With Option to Purchase ("Lease"), dated February 28, 2014, is entered into between Carlyle Capital Markets Inc. a Corporation, authorized to do business in Michigan ("Lessor"), and the Michigan Department of Technology, Management and Budget, an agency of the State of Michigan ("Lessee").

1. **Lease.** Lessee agrees to lease from Lessor certain "Equipment" as described in the Equipment Schedule (Exhibit A), which, together, with a "Lease Payment Schedule" (Exhibit A-1) constitute a "Schedule," subject to the terms and conditions of and for the purposes set forth in this Lease.

2. **Term.** This Lease will consist of an "Initial Term" and subsequent "Renewal Terms." The "Commencement Date" for this Lease is the date on which the Equipment is accepted by Lessee in the manner described in Section 12. The "Initial Term" is the period from the Commencement Date, until the end of the first fiscal period for which funds have been appropriated to make lease payments under this Lease. A "Renewal Term" is a subsequent period for which funds have been appropriated to make lease payments under this Lease. The "Lease Term" for this Lease is the Initial Term and all Renewal Terms from the Commencement Date until this Lease is terminated.

3. **Representations and Covenants of Lessee.** Lessee represents, covenants and warrants for the benefit of Lessor on the date hereof and as of the Commencement Date of this Lease as follows: (a) Lessee Michigan Department of Technology, Management and Budget is an agency of the State of Michigan, which is a department of state government duly organized and existing under the constitution and laws of the State of Michigan, with full power and authority under the constitution and laws of the state where the Lessee is located to enter into this Lease and to perform all of its obligations; (b) Lessee has complied with such public bidding requirements as may be applicable to this Lease and the acquisition by Lessee of the Equipment as provided in this Lease; (c) during the Lease Term, the Equipment will be used by Lessee solely and exclusively for the purpose of performing essential governmental functions of Lessee consistent with the permissible scope of Lessee's authority; (d) the equipment is and will remain personal property.

4. **Representations and Covenants of Lessor.** Lessor represents, covenants and warrants for the benefit of Lessee on the date hereof and as of the Commencement Date of this Lease as follows: (a) Lessor, at the request of the Lessee, will pay for the Equipment from the Vendor and; (b) Pursuant to Section 22, Lessor will convey clear title for the Equipment to Lessee if and when Lessee exercises the purchase option.

5. **Tax Covenant.** It is the intention of Lessee and Lessor that the interest portion of the Lease Payments received by Lessor be and remain free from federal income taxation. Lessee covenants that it will not intentionally perform any act or enter into any agreement or use or permit the use of the Equipment or any portion thereof in a manner that shall have the effect of terminating the exemption from federal income taxation of the interest portion of the Lease Payments.

6. **IRS Reporting.** At Lessor's request, the parties shall cooperate to ensure compliance with IRS reporting requirements. Lessor shall prepare for the State's signature an IRS Form 8038G, or take such other action requested by other State agencies, including, but not limited to, the State Treasurer's Office. Lessor shall provide the State Purchasing Director of the Department of Technology, Management and Budget with a copy and filing date of any IRS Form 8038G filed with the IRS. However, the parties acknowledge that Lessor has the exclusive responsibility to file IRS Form 8038G and has exclusive liability for any penalties, costs, damages, or other consequences resulting from a failure to file.

7. **Lease of Equipment.** Upon the execution of this Lease, Lessor leases to Lessee, and Lessee leases from Lessor, the Equipment in accordance with the terms hereof. The Lease Term for this Lease may be continued, solely at the option of Lessee, at the end of the Initial Term or any Renewal Term, for the next succeeding Renewal Term up to the maximum Lease Term set forth in this Lease. At the end of the Initial Term and at the end of each Renewal Term, the Lease Term shall be automatically extended upon the successive appropriation by the Michigan State Legislature of amounts sufficient to pay Lease Payments and other amounts payable under this Lease during the next succeeding Fiscal Period, until all Lease Payments payable under this Lease have been paid in full, unless Lessee shall have terminated such Lease pursuant to Section 8 or Section 22. The Director of the Department of Technology, Management and Budget currently intends to use his/her best efforts in making recommendations to the State Budget Office for the necessary appropriations for this lease for inclusion in the Governor's Executive Budget in future fiscal years. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Initial Term, except that the Lease Payments shall be as provided in the applicable Lease Payment Schedule.

8. **Nonappropriation.** Lessee is obligated only to pay such Lease Payments under this Lease as may be appropriated for the Lease of the Equipment. Should the State Legislature fail to appropriate funds to pay Lease Payments, or should an appropriation be adopted which specifically prohibits the use of funds for this Lease, Lessee agrees to deliver notice to Lessor of such nonappropriation within thirty (30) business days of a final legislative action terminating funding for this Lease. Failure to give Lessor such notice shall not create any obligation on the part of the Lessee to make Lease payments beyond the period for which funds have been appropriated. If this Lease is terminated in accordance with this Section, Lessee agrees to peaceably deliver the Equipment to Lessor at the location(s) specified by Lessor or to allow Lessor to peaceably obtain possession of the Equipment. The parties have agreed and determined that the principal amount to be paid to Lessor under this Lease is not in excess of the total fair market value of the Equipment. In making such determination, consideration has been given to the costs of the Equipment, the uses and purposes served by the Equipment and the benefit that will accrue to the parties by reason of this Lease and to the general public by reason of Lessee's use of the Equipment. Lessor understands that as of the date of execution of this Lease, Lessee has an appropriation for the Equipment for the current fiscal year, as defined in 1984 PA 431, MCL 18.1491.

9. **Lease Payments.** Lessee shall promptly pay "Lease Payments" as described in Exhibit A-1 to this Lease, exclusively from funds appropriated for lease of the Equipment. Pursuant to 1984 PA 279, MCL 17.51-17.57, Lessee shall pay Lessor a charge on any Lease Payment, which remains unpaid on the date such Lease Payment is due. Lease Payments consist of principal and interest portions. *Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease Payments under this Lease shall constitute a current expense of the State of Michigan and shall not in any way be construed to be a debt or general obligation of the State of Michigan in contravention of any applicable constitutional or statutory limitation or*

requirement concerning the creation of indebtedness by Lessee, including, but not limited to, Const 1963, art 9, §§12, 17, nor shall anything contained herein or in a Lease constitute a pledge of the general tax revenues, credit, funds or monies of the State.

10. LEASE PAYMENTS TO BE UNCONDITIONAL. EXCEPT AS PROVIDED IN SECTION 8, AND SUBJECT TO LESSEE'S ACCEPTANCE OF THE EQUIPMENT AS PROVIDED IN SECTION 12, THE OBLIGATIONS OF LESSEE TO MAKE LEASE PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN THIS LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE EQUIPMENT OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES.

11. Delivery and Installation. Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location agreed upon by the parties and pay any and all delivery and installation costs in connection therewith.

12. Performance and Reliability Evaluation; Acceptance. The parties agree and acknowledge that the obligations under this Lease are conditioned, in part, upon the successful completion of a Performance and Reliability Evaluation (PARE), described in Contract No. 071B8200079, PO No. 084N4301275 between EMC Corporation ("Vendor") and the State of Michigan. Upon successful completion of the PARE, Lessee shall confirm to Lessor its written acceptance of the Equipment by executing a "Certificate of Acceptance." A blank, unexecuted copy of a Certificate of Acceptance is attached hereto as Exhibit B. The PARE shall commence when the Equipment has been delivered and installed as provided in Section 11.

13. Marking; Inspection. Lessor shall have the right to mark or affix a nonpermanent label on the Equipment for purposes of identifying it at a later date. Lessor or its agents shall have the right, from time to time, with prior written notice, during reasonable business hours, and subject to the needs of Lessee, to enter into and upon the property of Lessee for the purpose of inspecting the existence, condition and proper maintenance of the Equipment.

14. Use; Maintenance. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Lease. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair and working order.

15. Title to the Equipment. During the Term of this Lease, title to the Equipment shall remain in Lessor. Title to the Equipment shall be conveyed to Lessee upon the occurrence of one of the following: (a) the exercise by Lessee of the purchase option under Section 22; or (b) the payment by Lessee of all sums required to be paid under this Lease as specified in the Lease Payment Schedule. Upon Lessee's exercise of the purchase option or Lessee's payment of all sums due under the Lease Payment Schedule, Lessor shall transfer free and clear title to Lessee.

16. Financing Statements. At Lessor's request, Lessee shall join Lessor in executing any necessary or appropriate Financing Statements indicating its obligation under this Lease.

17. Taxes, Other Governmental Charges and Utility Charges. The parties to this Lease contemplate that the Equipment will be used for governmental purposes of Lessee and that the Equipment will therefore be exempt from all property taxes. If the use, possession or acquisition of any Equipment is nevertheless determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Equipment. Lessee shall pay all utility and other charges incurred in the use and

maintenance of the Equipment. Lessee shall pay such taxes or charges as the same may become due.

18. Insurance. Lessee is self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letter form together with a copy of the statute authorizing this form of insurance.

19. Risk of Loss or Damage. Lessee shall assume all risk of loss, theft, damage to, or destruction of the Equipment for any cause ("Loss or Damage") upon acceptance, as described in Section 12. In the event of Loss or Damage to the Equipment, Lessee shall promptly report the same to Lessor and concerned governmental agencies. Lessee shall not be relieved of its obligation to pay Lease Payments or to perform any other obligations under this Lease by reason of any Loss or Damage. In the event of any Loss or Damage, Lessee shall either: (a) promptly replace lost Equipment or promptly repair damaged Equipment and place it in good repair and working condition and continue to make all Lease Payments; or (b) within sixty (60) business days of notifying Lessor that the Equipment will not be repaired, pay Lessor the outstanding principal balance and any unpaid accrued interest as of the payoff date, as described in the Lease Payment Schedule. Lessee shall have the right to retain any residual insurance benefit, which remains after payment to Lessor of the outstanding principal balance and unpaid accrued interest.

20. DISCLAIMER OF WARRANTIES. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY WITH RESPECT THERETO WHETHER EXPRESS OR IMPLIED, AND LESSEE ACCEPTS SUCH EQUIPMENT AS IS. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS LEASE OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OF ANY ITEM, PRODUCT OR SERVICE PROVIDED FOR IN THIS LEASE.

21. Vendor's Warranties. Upon execution of this Lease, Lessor irrevocably appoints Lessee as its agent and attorney-in-fact during this Lease, so long as Lessee shall not be in default under this Lease, to assert from time to time whatever claims and rights, including, but not limited to, warranties, relating to the Equipment that Lessor may have against Vendors. The term "Vendors" means any supplier or manufacturer of the Equipment, as well as agents or representatives of those suppliers or manufacturers. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against Vendors of the Equipment, and not against Lessor. Any such matter shall not have any effect whatsoever on the rights and obligations of Lessor with respect to this Lease, including the right to receive full and timely payments under this Lease. Lessee acknowledges that Lessor makes, and has made, no representations regarding the existence or availability of warranties made by Vendors.

22. Purchase Option. Lessee reserves the unilateral right to exercise a purchase option for the Equipment. Lessee may exercise this right by paying to Lessor a "Concluding Payment", based on the payment terms specified in the Lease Payment Schedule. The Concluding Payment for a given date shall be defined as the sum of the outstanding principal balance as of that date, plus any unpaid accrued interest as of that date, plus any prepayment premium, plus one dollar ($1.00). Upon receiving payment of the Concluding Payment, Lessor shall transfer any and all of its rights, title, and interest to the Equipment and covenant to Lessee that the Equipment is free of any liens or encumbrances.

23. Assignment. Lessor's right, title and interest in and to this Lease, including Lease Payments and any other amounts payable by Lessee thereunder and all proceeds therefrom, may

only be assigned and reassigned to one or more assignees or subassignees by Lessor with the written consent of Lessee, which shall not be unreasonably withheld. Assignments may include without limitation assignment of all of Lessor's security interest in and to the Equipment listed in this Lease and all rights in, to and under the Lease related to such Equipment. Notwithstanding the above, Lessee hereby agrees that Lessor may, without the consent of Lessee, but with notice to Lessee, sell, dispose of, or assign this Lease through a pool, trust, limited partnership, or other similar entity, whereby one or more interests are created in this Lease, or in the Equipment listed in or the Lease Payments under a Lease. In accordance with Section 149(a) of the Internal Revenue Code of 1986, as amended, Lessor shall keep a record of all such assignments and provide written notice to Lessee. Lessor agrees to continue servicing the Lease or arrange for a servicer with equal standards of high quality. Lessor also agrees remittance will remain with a single servicer.

None of Lessee's right, title and interest in, to and under any Lease or any portion of the Equipment listed in each Lease may be assigned, subleased, or encumbered by Lessee for any reason without obtaining prior written consent of Lessor.

24. Lessee Default. Any of the following events shall constitute an "Event of Default" under this Lease: (a) failure by Lessee to pay any Lease Payment due under the Lease Payment Schedule or other payment required to be paid under this Lease at the time specified therein; (b) failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of thirty (30) business days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor; or (c) any representation or warranty made by Lessee in or pursuant to this Lease proves to be false in any material respect when made and such breach of representation and warranty is not cured within ten (10) business days of Lessee's receipt of written notice of such breach.

25. Lessor Default. Any of the following events shall constitute an "Event of Default" under this Lease: (a) failure by Lessor to, at the request of the Lessee, promptly forward payment to the Vendor for the Equipment after receipt of fully executed documents including a Certificate of Acceptance, pursuant to Section 12; (b) failure by Lessor to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of thirty (30) business days after written notice specifying such failure and requesting that it be remedied is given to Lessor by Lessee; (c) failure to convey clear title; or (d) any representation or warranty made by Lessor in or pursuant to this Lease proves to be false in any material respect when made and such breach of representation and warranty is not cured within ten (10) business days of Lessor's receipt of written notice of such breach.

26. Lessor's Remedies on Default by Lessee. Whenever Lessee defaults, and the default is not cured within the period specified in Section 24, Lessor shall have the right, at its sole option without any further demand, to take one of the following remedial steps: (a) by written notice to Lessee, declare all Lease Payments payable to the end of the period for which an appropriation has been made, to be immediately due and payable; and (b) take whatever action at law or in equity may appear necessary or desirable to enforce its rights under this Lease or as a secured party in any or all of the Equipment including peaceably obtaining possession of the Equipment

27. Lessee's Remedies on Default by Lessor. Whenever Lessor defaults and the default is not cured within the period specified in Section 25, Lessee shall have the right, at its sole option without any further demand, to take one of the following remedial steps: (a) procure

comparable equipment from other sources; (b) take whatever action at law or in equity may appear necessary or desirable to enforce its rights under this Lease.

28. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor or Lessee is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease now or hereafter existing at law or in equity.

29. Notices. All notices or other communications under this Lease shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties hereto at the addresses listed below (or at such other address as either party hereto shall designate in writing to the other for notices to such party), or to any assignee at its address as it appears on the registration books maintained by Lessee.

30. Indemnification. Lessor does hereby agree to indemnify, defend, and hold Lessee harmless from and against any and all claims, losses, costs, attorneys' fees, and expenses arising out of or related to the breach of Lessor's representations under this Lease.

31. Miscellaneous Provisions. This Lease constitutes the complete and exclusive agreement and understanding of the parties as it relates to this transaction. This Lease supersedes all proposals, or other prior agreements, and all other communications, oral or written, between the parties relating to this Lease and the Equipment described herein. This Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. References herein to "Lessor" shall be deemed to include each of its assignees and subsequent assignees from and after the effective date of each assignment as permitted by Section 23. In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof. This Lease may be amended by mutual written consent of Lessor and Lessee. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of this Lease.

32. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Michigan.

33. Statutory Obligations. This Lease may be cancelled by Lessee provided Lessor is notified in writing at least thirty (30) business days prior to the effective date of cancellation and any of the following occur: (a) Lessor or any subcontractor, manufacturer, or supplier of Lessor appears in the register compiled by the Michigan Department of Labor pursuant to 1980 PA 278, as amended, MCL 423.321 et seq. (Employers Engaging in Unfair Labor Practices Act); (b) Lessor or any subcontractor, manufacturer, or supplier of Lessor is found liable for discrimination, pursuant to 1976 PA 453, as amended, MCL 37.2101 et seq (Elliott-Larsen Civil Rights Act) or 1976 PA 220, as amended, MCL 37.1101 et seq (Persons With Disabilities Civil Rights Act).

34. Nondiscrimination. Lessor shall comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 et seq. and the Persons With Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et seq. (Persons With Disabilities Civil Rights Act), and all other federal, state and local fair employment practices and equal opportunity laws, and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to

perform the duties of a particular job or position. Lessor agrees to include in every subcontract entered into for the performance of this contract this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Lease.

35. Electronic Payment Requirement. Electronic transfer of funds is required for payments on State Contracts. Contractors are required to register with the State electronically at http://www.cpexpress.state.mi.us. As stated in Public Act 431 of 1984, all contracts that the State enters into for the purchase of goods and services shall provide that payment will be made by electronic fund transfer (EFT).

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

Lessor: CARLYLE CAPITAL MARKETS INC.

Name: Barry Friedman (signature) DATE 2-12-14

Name: Barry L. Friedman (print)

Title: President & CEO

Fed. I.D. 75-1832984

Lessee: MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET, AN AGENCY OF THE STATE OF MICHIGAN

Name: Ashley Adrian (signature) DATE 2/10/14

Name: Ashley Adrian (print)

Title: Budget Analyst

Michigan Department of Technology, Management and Budget

Lessee: MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET, AN AGENCY OF THE STATE OF MICHIGAN

Name: (signature) DATE 2/10/14

Name: Jeff Brownlee (print)

Title: Chief Procurement Officer

Michigan Department of Technology, Management and Budget

Exhibit A

SCHEDULE OF PROPERTY NO. 1

RE: LEASE WITH OPTION TO PURCHASE AGREEMENT entered into as of February 28, 2014, ("Lease"), between Carlyle Capital Markets Inc. ("Lessor") and State of Michigan, Department of Technology, Management and Budget ("Lessee"). All terms used and not otherwise defined herein have the meaning ascribed to them in the Lease.

One hundred percent of the financing costs will be used to acquire assets that will be capitalized.

The following items of Equipment are hereby included under this Schedule to the Lease.

DESCRIPTION OF EQUIPMENT

Qty	Model	Description
Equipment, Hardware and Software as described in Contract No. 071B8200079 and PO No. 084N4301275		

Amount Financed: $1,324,060.00

Interest Rate: 1.48%

Total Cost: $1,364,454.72

Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Lease are true and correct as though made on the Commencement Date of Installment Payments under this Schedule. **The terms and provisions of the Lease are hereby incorporated into this Schedule by reference and made a part hereof.**

Lessee: State of Michigan, Department of Technology, Management and Budget

By: Ashley Adrian

Name: Ashley Adrian
(PRINT)

Title: Budget Analyst

Date: 2/10/14

Lessee: State of Michigan, Department of Technology, Management and Budget

By:

Name: Jeff Brownlee
(PRINT)

Title: Chief Procurement Officer

Date: 2/10/14

Lessor: Carlyle Capital Markets Inc.

By: Barry Friedman

Name: Barry L. Friedman
(PRINT)

Title: President & CEO

Date: 2-12-14

Exhibit A-1

Repayment Schedule

Date	Payment #	Payment	Principal	Interest	Balance
3/28/2014	1	28,426.14	26,793.14	1,633.00	1,336,184.87
4/28/2014	2	28,426.14	26,826.19	1,599.95	1,308,553.89
5/28/2014	3	28,426.14	26,859.27	1,566.87	1,280,888.84
6/28/2014	4	28,426.14	26,892.40	1,533.74	1,253,189.67
7/28/2014	5	28,426.14	26,925.57	1,500.57	1,225,456.33
8/28/2014	6	28,426.14	26,958.77	1,467.37	1,197,688.80
9/28/2014	7	28,426.14	26,992.02	1,434.12	1,169,887.02
10/28/2014	8	28,426.14	27,025.31	1,400.83	1,142,050.95
11/28/2014	9	28,426.14	27,058.64	1,367.50	1,114,180.55
12/28/2014	10	28,426.14	27,092.02	1,334.12	1,086,275.77
1/28/2015	11	28,426.14	27,125.43	1,300.71	1,058,336.58
2/28/2015	12	28,426.14	27,158.88	1,267.26	1,030,362.93
3/28/2015	13	28,426.14	27,192.38	1,233.76	1,002,354.78
4/28/2015	14	28,426.14	27,225.92	1,200.22	974,312.08
5/28/2015	15	28,426.14	27,259.49	1,166.65	946,234.81
6/28/2015	16	28,426.14	27,293.11	1,133.03	918,122.90
7/28/2015	17	28,426.14	27,326.78	1,099.36	889,976.32
8/28/2015	18	28,426.14	27,360.48	1,065.66	861,795.03
9/28/2015	19	28,426.14	27,394.22	1,031.92	833,578.98
10/28/2015	20	28,426.14	27,428.01	998.13	805,328.13
11/28/2015	21	28,426.14	27,461.84	964.30	777,042.43
12/28/2015	22	28,426.14	27,495.71	930.43	748,721.85
1/28/2016	23	28,426.14	27,529.62	896.52	720,366.34
2/28/2016	24	28,426.14	27,563.57	862.57	691,975.87
3/28/2016	25	28,426.14	27,597.56	828.58	663,550.38
4/28/2016	26	28,426.14	27,631.60	794.54	635,089.83
5/28/2016	27	28,426.14	27,665.68	760.46	606,594.18
6/28/2016	28	28,426.14	27,699.80	726.34	578,063.39
7/28/2016	29	28,426.14	27,733.96	692.18	549,497.41
8/28/2016	30	28,426.14	27,768.17	657.97	520,896.19
9/28/2016	31	28,426.14	27,802.42	623.72	492,259.70
10/28/2016	32	28,426.14	27,836.71	589.43	463,587.89
11/28/2016	33	28,426.14	27,871.04	555.10	434,880.72
12/28/2016	34	28,426.14	27,905.41	520.73	406,138.15
1/28/2017	35	28,426.14	27,939.83	486.31	377,360.12
2/28/2017	36	28,426.14	27,974.29	451.85	348,546.60
3/28/2017	37	28,426.14	28,008.79	417.35	319,697.55
4/28/2017	38	28,426.14	28,043.33	382.81	290,812.92
5/28/2017	39	28,426.14	28,077.92	348.22	261,892.66
6/28/2017	40	28,426.14	28,112.55	313.59	232,936.74

7/28/2017	41	28,426.14	28,147.22	278.92	203,945.10
8/28/2017	42	28,426.14	28,181.94	244.20	174,917.70
9/28/2017	43	28,426.14	28,216.69	209.45	145,854.51
10/28/2017	44	28,426.14	28,251.49	174.65	116,755.47
11/28/2017	45	28,426.14	28,286.34	139.80	87,620.54
12/28/2017	46	28,426.14	28,321.22	104.92	58,449.69
1/28/2018	47	28,426.14	28,356.15	69.99	29,242.85
2/28/2018	48	28,426.14	28,391.12	35.02	1.00
Totals		**$1,364,454.72**	**$1,324,060.00**	**$40,394.72**	

Lessee: State of Michigan, Department of Technology, Management and Budget

By: _____

Name: Ashley Adrian
(Print)

Title: Budget Analyst

Date: 2/10/14

Lessee: State of Michigan, Department of Technology, Management and Budget

By: _____

Name: Jeff Brownlee
(Print)

Title Chief Procurement Office

Date: 2/10/14

EXHIBIT B

FINAL ACCEPTANCE CERTIFICATE

Re: Schedule of Property No. 1, dated February 28, 2014 to Lease, dated as of February 28, 2014, between Carlyle Capital Markets Inc. as Lessor, and State of Michigan, Department of Technology, Management and Budget, as Lessee.

In accordance with the Lease with Option to Purchase Agreement (Lease), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

(1) All of the Equipment (as such term is defined in the Lease) listed in the above-referenced Schedule of Property (the "Schedule") has been delivered, installed, and accepted on the date hereof.

(2) Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule, as it deems necessary and appropriate pursuant to Section 12 of this Lease, and hereby acknowledges that it accepts the Equipment for all purposes.

(3) Lessee is self-insured as provided in Section 18 of the Lease.

(4) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

LESSEE
State of Michigan, Department of Technology, Management and Budget

By: Ashley Adrian

Title: Budget Analyst

Acceptance Date: 2/10/14

LEASE PAYMENT INSTRUCTIONS

LESSEE NAME: State of Michigan

INVOICE MAILING ADDRESS:
Department of Technology, Management and Budget
Stacey Nieto
515 Westshire Dr.
Lansing, MI 48913

Mail invoices to the attention of: **Stacey Nieto**

Phone (517) 241-2926 Fax (517) 241-1769

Approval of Invoices required by: **N/A**

Phone (___)_____Fax (___)_____

Accounts Payable Contact: **Same as above**

Phone (___)_____Fax (___)_____

Processing time for
Invoices:_____Approval:_____Checks:_____

Do you have a Purchase Order Number that you would like included on the invoice? No _____ Yes _X__

PO# 084N4301275

Do your Purchase order numbers change annually? No_____ Yes X at the beginning of every fiscal year.

Processing time for new purchase orders: October 1st of every year.

LESSEE:

By: Ashley Adrian

Title: Budget Analyst

Date: 2/10/14

STATE OF MICHIGAN
DEPARTMENT OF ATTORNEY GENERAL

P.O. Box 30754
LANSING, MICHIGAN 48909

BILL SCHUETTE
ATTORNEY GENERAL

February 7, 2014

Jeffrey Brownlee
Chief Procurement Officer
Procurement
Department of Technology, Management and Budget
Constitution Hall
P.O. Box 30026
Lansing, MI 48909

Re: Opinion of Counsel: Lease with Option to Purchase dated February 28, 2014, between Carlyle Capital Markets, Inc., as Lessor, and State of Michigan, Department of Technology, Management and Budget, as Lessee EMC Inc.
Contract No. 071B8200079 and Purchase Order No. 084N4301275
Agency: Department of Technology, Management and Budget

Dear Mr. Brownlee:

In my capacity as an Assistant Attorney General, I have examined the referenced Lease with Option to Purchase (Lease), dated February 28, 2014, and Exhibits between Carlyle Capital Markets, Inc. (Lessor) and the State of Michigan, Department of Technology, Management and Budget (Lessee), including a completed copy of the Lease's Equipment Schedule, between Lessor and Lessee (Equipment Schedule). This opinion is based on, and limited to the review of, the documents described above for this lease transaction and assumes that the Lease and its exhibits will be properly executed by the Parties.

Based on the above, I am of the following opinion:

(1) Lessee is one of the principal state departments of the State of Michigan.

(2) Lessee has the requisite power and authority to: lease; acquire the Equipment with an option to purchase; execute and deliver the Lease, and perform its obligations under the Lease.

(3) The Lease has been duly authorized, executed, and delivered by and on behalf of Lessee; the Lease is a valid and binding obligation of Lessee; and enforceable in accordance with its terms.

(4) To the best of my knowledge, the authorization, execution, and delivery of the Lease and all other proceedings of Lessee relating to the Lease transaction have been performed in accordance with open meetings, public bidding and all other applicable state or federal laws.

(5) The person signing the Lease for the State of Michigan is a duly authorized representative of Lessee pursuant to 1984 PA 431.

Sincerely,

Iris M. Lopez

Iris M. Lopez
Assistant Attorney General
State Operations Division
(517) 373-1162

IML:bb
Enc.

2014-0067158-A\EMC IT Hardware Software Carlyle Capital Markets\2-7-14 DTMB Esq Opin Carlyle Capital

EMC²
where information lives

EMC Corporation
176 South Street
Hopkinton, MA 01748
Telephone# 508-435-1000

EMC Sales Order#	EMC Sales Contact	Payment Terms	Invoice#
30294841	KEVIN CUSICK	NET 30	30294841JF
Waybill#	**Customer PO#**	**Due Date**	**Invoice Date**
	084N4301275	21-Sep-13	22-Aug-13

BILL TO:
MICHIGAN DEPT. OF INFORMATION TECHNOLOGY
515 WESTSHIRE DR
LANSING MI 48913

SHIP TO:
MICHIGAN DEPT. OF INFORMATION TECHNOLOGY
515 WESTSHIRE DR
LANSING MI 48913

INVOICE

Customer Number/Location	Customer Tax Code	Shipping Terms	Shipped Via	Date Shipped	Specified Date

Line #	Vendor Quote #	Description	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	1005771824	UTILITIES: BACK UP, BATCH FILE, MENUS, OPERATING SYSTEM, RECOVERY SCREEN, SECURITY, VIRUS PROTECTION, ETC. LEASABLE HARDWARE & SOFTWARE	1.00	EACH	$1,324,060.00	$1,324,060.00

Past Due Amounts will bear interest at rate of 1.5% per

These commodities are licensed by the US. Diversion contrary to US law prohibited. All prices are in USD. EMC Tax Code 04-2680009

SUBTOTAL	$1,324,060.00
FREIGHT	$0.00
TAX	$0.00
TOTAL	**$1,324,060.00**

Comments :

Remit To:
EMC CORPORATION
4246 Collections Center Drive
Chicago IL 60693
United States

Form **8038-G**
(Rev. September 2011)
Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Obligations

▶ Under Internal Revenue Code section 149(e)
▶ See separate instructions.
Caution: *If the issue price is under $100,000, use Form 8038-GC.*

OMB No. 1545-0720

Part I Reporting Authority

If **Amended Return**, check here ▶ ☐

1 Issuer's name **State of Michigan, Department of Technology, Management and Budget**	2 Issuer's employer identification number (EIN) **38-6000134**
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) **Jeff Brownlee, Chief Procurement Officer**	3b Telephone number of other person shown on 3a **517-284-7012**
4 Number and street (or P.O. box if mail is not delivered to street address) Room/suite **525 West Allegan**	5 Report number *(For IRS Use Only)* 3
6 City, town, or post office, state, and ZIP code **Lansing, Michigan 48933**	7 Date of Issue **02/28/2014**
8 Name of Issue **Lease with Option to Purchase, dated 02/28/2014 (PO 084N4301275)**	9 CUSIP number **None**
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) **Rebecca Cook, Commodities Division Director**	10b Telephone number of officer or other employee shown on 10a **517-284-7008**

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11	Education	11		
12	Health and hospital	12		
13	Transportation	13		
14	Public safety	14		
15	Environment (including sewage bonds)	15		
16	Housing	16		
17	Utilities	17		
18	Other. Describe ▶ **Hardware & Software Upgrades acquired under PO No. 084N4301275**	18	1,324,060	00
19	If obligations are TANs or RANs, check only box 19a ▶ ☐ If obligations are BANs, check only box 19b ▶ ☐			
20	If obligations are in the form of a lease or installment sale, check box ▶ ☐			

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	02/28/2018	$ 1,324,060.00	$ N/A	4 years	1.480 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest			22	00
23	Issue price of entire issue (enter amount from line 21, column (b))			23	1,324,060 00
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	00		
25	Proceeds used for credit enhancement	25			
26	Proceeds allocated to reasonably required reserve or replacement fund	26			
27	Proceeds used to currently refund prior issues	27			
28	Proceeds used to advance refund prior issues	28			
29	Total (add lines 24 through 28)			29	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)			30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the bonds to be currently refunded ▶	years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded ▶	years
33	Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) ▶	
34	Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)	

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	N/A	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a		00
b	Enter the final maturity date of the GIC ▶			
c	Enter the name of the GIC provider ▶			
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37		

38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ ☐ and enter the following information:

b Enter the date of the master pool obligation ▶

c Enter the EIN of the issuer of the master pool obligation ▶

d Enter the name of the issuer of the master pool obligation ▶

39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ ☐

40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ ☐

41a If the issuer has identified a hedge, check here ▶ ☐ and enter the following information:

b Name of hedge provider ▶

c Type of hedge ▶

d Term of hedge ▶

42 If the issuer has superintegrated the hedge, check box ▶ ☐

43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ ☐

44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ ☐

45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ ☐ and enter the amount of reimbursement ▶

b Enter the date the official intent was adopted ▶

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	▶ Signature of issuer's authorized representative	Date 2/10/14	▶ Jeff Brownlee, Chief Procurement Officer Type or print name and title	
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed / PTIN
	Firm's name ▶		Firm's EIN ▶	
	Firm's address ▶		Phone no.	