



State of South Carolina

Participating Addendum Amendment 1A

Contract Number : 5000012613
 Procurement Officer : Michael Dalton
 Phone : 803-737-4994
 E-Mail Address : mdalton@mimo.sc.gov
 Address : 1201 Main Street
 Suite 600
 Columbia, SC 29201

DESCRIPTION: NASPO ValuePoint Cooperative Purchasing Program

USING GOVERNMENTAL UNIT: Governmentwide

CONTRACTOR'S NAME AND ADDRESS: Pitney Bowes Inc.
3001 Summer Street
Stamford, CT 06926

TYPE OF CHANGE:

- Change to Contract Scope of Work
- Change to Contract Pricing Pursuant to Existing Contract Clause.
Clause Name _____, Clause No. _____
- Administrative Change to Contract (such as changes in paying office, name of Agency Contract Administrator, etc.)
- Other Change

IMPORTANT NOTICE:

X Contractor is required to sign this document and return one (1) copy to the procurement officer named above by the following date: March 24, 2017.

Section CC of the Participating Addendum between Pitney Bowes Inc. and the State of South Carolina which includes the above referenced Contract Number, is hereby amended by deleting Section CC in its entirety and replacing it with the following:

Lease Agreements: Any/all leasing or financing will be handled through the Master Equipment Lease Agreement dated as of February 8, 2017 between Presidio Technology Capital, LLC and the Information Technology Management Office, an agency of the State of South Carolina. Contract information can be found at <https://procurement.sc.gov>.

Presidio Technology Capital, LLC ("Master Lessor") and the Information Technology Management Office, an agency of the State of South Carolina ("Master Lessee") have entered into a Master Equipment Lease Agreement dated as of February 8, 2017 (the "Master Lease") under which lessees will from time to time lease equipment (the "Equipment") sold by Contractor to Using Government Unit under the above referenced Contract Number or a succeeding contract for the same or similar goods and/or services (the "Purchase Agreement") from Master Lessor, its successors or assigns, under a lease schedule incorporating the terms of the Master Lease (a "Lease"). The Using Government Unit to whom Equipment is to be delivered under the Purchase Agreement is herein called the "Lessee." Postage meters may not be leased or sold to Using Government Unit and may only be rented pursuant to the terms of a Purchase Agreement. Maintenance shall be provided pursuant to a maintenance agreement.

For purposes of removing doubt as to the intention of the parties and to clearly delineate certain rights with respect to the Purchase Agreement, the following is added to the Purchase Agreement, superseding any contrary language therein:

1. It is the express intention of all parties that the Equipment, with the exception of postage meters, maintenance and software, shall be sold to and owned by the Lessee and that each Lease constitute a financing and not a true lease for legal, tax and other purposes.
2. Contractor will send the invoice for purchase of Equipment to the Lessee, showing the Lessee as the purchaser. The Lessee will forward the invoice to Master Lessor within three (3) business days of receipt, for payment by Master Lessor to Contractor within 30 days. Master Lessor will issue purchase orders to Contractor on behalf of the Lessee. Nothing in such purchase order or any other documentation executed in connection with the Master Lease or any Lease obligates Master Lessor to you or relieves the Lessee of its obligations, if any, under any Purchase Agreement. You will look solely to the Lessee for any and all performance under the Purchase Agreement.
3. Master Lessor has agreed with Lessee to make payments for certain items of Equipment upon their acceptance by the applicable Lessee, but such agreement is solely for the benefit of Master Lessee and the Lessees and neither you nor any other person is an intended beneficiary, provided, that if the Acceptance Certificate has not been executed and delivered within thirty (30) calendar days after delivery of the Equipment, the Lessee shall be deemed to have rejected the Equipment and Lessor shall have no further obligations with respect to such Equipment.
4. Master Lessee, and each Lessee by accepting Equipment and authorizing Master Lessor to make payment as required under the Purchase Agreement, assigns its rights, but not its obligations under the Purchase Agreement to Master Lessor, effective only upon Master Lessor's acquiring ownership of the Equipment either following an Event of Default or upon voluntary transfer of ownership by Lessee at the end of the Lease Term.
5. Master Lessor's rights hereunder and under the Master Lease may be assigned to a bank, financial institution, or other person qualified to be Lessor under the Master Lease. You may rely on any notice from Master Lessor as to the identity of such Lessor. Master Lessor may only assign its rights under the Master Lease after remittance of all payment(s) due to the Contractor under the Purchase Agreement respective of the Equipment to which such rights are associated.

Except as provided herein, all terms and conditions of the Contract referenced above remain unchanged and in full force and effect.

SIGNATURE OF PERSON AUTHORIZED TO EXECUTE THIS AMENDMENT ON BEHALF OF CONTRACTOR:

By: _____

(authorized signature)

Arthur E. Adams Jr.

(printed name of person signing above)

Its: _____

Director, Government Contract Compliance

(title of person signing above)

Date: _____

3/22/2017

SIGNATURE OF PERSON AUTHORIZED TO EXECUTE / ISSUE THIS AMENDMENT ON BEHALF OF USING GOVERNMENTAL UNIT:

By: _____

(authorized signature)

MICHAEL DALTON

(printed name of person signing above)

Its: _____

PROCUREMENT OFFICER

(title of person signing above)

Date: _____

3/23/2017