

TRANSMITTAL

TO
City Council

DATE
6/26/2026

FROM
The Mayor

**REQUEST FOR APPROVAL TO EXECUTE A PAYMENT AGREEMENT WITH CISCO
SYSTEMS CAPITAL CORPORATION FOR THE NETWORK MODERNIZATION PROJECT
(EXE-130-26)**

Approved, ED3 waived, and transmitted for further processing.



MAYOR
(Anna Hovasapian for)

CITY OF LOS ANGELES

CALIFORNIA



KAREN BASS
MAYOR



INFORMATION TECHNOLOGY AGENCY

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EDUARDO MAGOS
ASSISTANT GENERAL MANAGER

MARIA RAMOS
ACTING ASSISTANT GENERAL MANAGER

June 23, 2026

REF: EXE-130-26

Honorable Karen Bass
Mayor, City of Los Angeles
Room 303, City Hall
Los Angeles, CA 90012

Attention: Legislative Coordinator

Subject: **REQUEST TO EXECUTE A PAYMENT AGREEMENT WITH CISCO SYSTEMS CAPITAL CORPORATION FOR THE NETWORK MODERNIZATION PROJECT**

The Information Technology Agency (ITA) requests authority to execute a Payment Agreement with Cisco Systems Capital Corporation (Cisco) for the purchase and installation of approximately 1,643 devices and related maintenance, support, and software licenses for the City of Los Angeles Network Modernization Project. The agreement will have a term of five years and a total compensation limit of approximately \$36.9 million. The purchase of Cisco commodities and their installation will be fulfilled under the existing Purchasing Agent Annual Requirements Contract (ARC) 19000000055 with Presidio Networked Solutions LLC (Presidio). Additional necessary professional services will be provided under an ITA personal service contract that is currently under negotiations.

SUMMARY

The City of Los Angeles' (City) risk of having an extensive network outage that affects City of Los Angeles department employees, elected officials, and constituent services has reached a critical level. After years of budgetary constraints and reductions leading to the City deferring the replacement of outdated network equipment, over half of the City's network equipment is now obsolete and completely unsupported by the vendor. In other words, this equipment is not just End-of-Life (EOL) wherein they no longer sell the product, but now End-of-Service (EOS) where the vendor no longer provides technical support, software updates, firmware patches, bug fixes, or replacement parts for the equipment. Consequently, the City of Los Angeles has suffered significant network outages and the risk of cybersecurity breach is high. This obsolete network equipment across the City is now a major cybersecurity vulnerability, threatens network reliability and both application and City staff downtime, and brings performance limitations, audit issues, and higher operational costs. This is particularly concerning as upcoming high-profile global events are hosted by the City of Los Angeles, placing further strain on the already compromised infrastructure. Given the City's heavy reliance on internet connectivity, servers, and applications for its daily operations, a prolonged

system failure would have catastrophic consequences especially during critical public safety operations or major sporting events.

In order to bring this infrastructure to a sustainable level before the 2028 Olympics, ITA requests that the Council authorize a targeted plan to accelerate the replacement of outdated network equipment at the most essential locations within two years. This strategic intervention is necessary to safeguard the City against total loss of connectivity or cybersecurity incidents, especially at an inopportune time.

BACKGROUND

The information technology infrastructure supplying internet and telephone services to City Departments, including the LAPD and LAFD, is currently exposed to significant risks of cyberattacks, system reliability failures, performance limitations due to aging equipment, and audit issues. The primary concerns regarding the network include:

Cybersecurity and Performance Gaps

- A significant portion of the City's network infrastructure consists of aging equipment that lacks modern security capabilities, current software updates, and advanced threat protection features.
- Legacy technology limits the City's ability to implement current cybersecurity best practices, increasing exposure to vulnerabilities and cyber threats.
- Outdated infrastructure impacts network performance, reliability, and the ability of City staff, emergency personnel, and public safety departments to effectively deliver critical services.

Equipment Obsolescence and Vendor End-of-Support Risk

- Approximately **55% of the City's network hardware is at end-of-life or end-of-support**, meaning manufacturers no longer provide routine software updates, security patches, technical assistance, or guaranteed replacement components.
- Unsupported equipment creates operational risk because failures may require extended troubleshooting, emergency sourcing, or temporary workarounds.
- Continued reliance on obsolete infrastructure increases the likelihood of service disruptions and limits the City's ability to adopt future technology solutions.

Maintenance and Operational Challenges

- Repairing failed network equipment has become increasingly difficult due to limited availability of manufacturer-supported replacement parts.
- ITA staff are required to rely on aftermarket components, refurbished equipment, or salvaged parts to maintain service availability.
- These practices increase repair timelines, reduce predictability, and divert skilled technical resources away from strategic modernization efforts.

Network Availability and Service Reliability Concerns

- The City's current network availability is approximately **96.7%**, representing approximately **289 hours (12 full days) of downtime annually**.
- Mission-critical municipal services require significantly higher levels of availability and resiliency.
- Industry benchmarks for highly available environments target **99.999% availability ("five nines")**, equivalent to approximately **five minutes of downtime annually**.
- The cause for these outages is the overextended life of our network equipment.
- Improving network resiliency is essential to support City operations, emergency response, digital services, and large-scale events.

Increased Complexity and Technical Debt

- Aging infrastructure increases operational complexity by requiring specialized knowledge, manual intervention, and legacy processes.
- Maintaining outdated equipment creates growing technical debt (increased future costs associated with using shortcuts or suboptimal equipment) that increases total costs and slows the City's ability to innovate.
- Modernization is needed to simplify operations, improve automation, and create a sustainable enterprise network environment.

Public Safety and Mission-Critical Service Impact

- The City's network supports essential services including emergency response, public safety operations, communications, digital services, and departmental business systems.
- Network disruptions can directly impact the ability of City employees and first responders to serve residents.
- A resilient, secure, and modern network platform is foundational to maintaining continuity of government operations.

Major Event Readiness

- Los Angeles is preparing to host globally significant events, including the **2027 Super Bowl and 2028 Olympic and Paralympic Games**.
- These events will require highly available, secure, and scalable technology infrastructure.
- Modernizing aging network equipment reduces operational risk and ensures the City can support increased connectivity, security, and service demands.

The impending schedule of major international events further intensifies these risks. A projected spike in network activity during these periods raises the threat of system failures, which could undermine public safety and vital communication channels for residents. Furthermore, these events heighten the City's profile as a target for cybercrime, where outdated equipment remains a significant liability. Historically, host countries report large spikes in cybersecurity attacks during international events like these, especially heightened by recent conflicts in the Middle East and other parts of the world.

Scope of Work

Given the need to update the City's network effectively and rapidly, ITA has collaborated with Cisco and its partner, Presidio, to develop a modernization strategy for a substantial portion of the City's network infrastructure. The City of Los Angeles has established network standards, tools, and training on the Cisco architecture (used by 87% of Fortune 500 companies). Cisco has offered a five-year agreement to facilitate the replacement of about 69% of the City's EOL devices, which would be fulfilled by Presidio through Contract Purchase Orders (CPOs) issued under ARC 190000000055. This plan would allow the City to ready the network before the 2028 Summer Olympics, while spreading out the payments over five years.

Approximately 250 City priority sites would be targeted, including but not limited to:

- City Hall Main (CHM)
- City Hall East (CHE)
- City Hall South (CHS)
- Van Nuys City Hall
- City Council District Offices
- Police Administration Building (PAB)
- Los Angeles Police Department (LAPD) Stations
- Los Angeles Fire Department (LAFD) Stations
- Figueroa Plaza
- Public Works Building
- Bureau of Engineering Satellite Offices
- Bureau of Street Services Service Yards
- Piper Technical Center

The total cost of this project would be about \$36.9 million and includes the replacement of approximately 1,643 devices, as well as device installation and five years of software licensing, maintenance, and support. Funding this project would allow ITA to bring the majority of the City's IT network infrastructure up to industry standards and will result in several key operational improvements:

- Strengthened cybersecurity protection
- Improved network availability, reliability, and resilience
- Enhanced support for public safety and mission-critical operations
- Increased network capacity and performance
- Enablement of modern technology initiatives
- Improved operational efficiency and simplified management
- Reduced lifecycle costs and technical debt
- Enhanced cyber resilience and disaster recovery capabilities
- Network and technology readiness for major international events (2027 Super Bowl LX and 2028 Summer Olympics)

Proposed Procurement and Payment Schedule

This proposed five-year investment will modernize a major segment of the City's outdated network infrastructure, thereby substantially mitigating the risks of network failures and cybersecurity threats.

While Cisco will provide the delayed payment solution, their preferred partner, Presidio, will deliver the commodities and installation services through two separate agreements:

- ARC 190000000055 will be used for commodities, including the devices, licenses, and maintenance and support.
- An ITA personal services contract currently under negotiations will provide professional services not covered under the existing ARC.

Under this plan, ITA will order, receive, track and pay for materials and services under the two contracts; Presidio will invoice Cisco once ITA has accepted delivery and installation of the commodities; and ITA will reimburse Cisco under the payment schedule provided below. This proposal aims to install all of the new equipment within two years – in time for the 2028 Summer Olympics.

All related payments shall be in accordance with the final Payment Agreement. All other contract terms and conditions remain unchanged and in force.

In order to strategically accelerate the replacement of outdated equipment in the first two years of the project, Cisco has proposed the below five-year payment schedule.

Payment Terms:

Total Cost of Solution	Interest Rate	Term	Payment Frequency	No. of Payments
\$36,925,497.21	0.00%	60 Months	Annual	5

Payment Schedule:

Payment No.	Payment Date	Amount
Year 1	Aug. 1, 2026	\$ 500,000.00
Year 2	Aug. 1, 2027	14,000,000.00
Year 3	Aug 1, 2028	7,475,165.74
Year 4	Aug. 1, 2029	7,475,165.74
Year 5	Aug 1. 2030	7,475,165.73

	TOTAL	\$ 36,925,497.21
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All amounts listed above are in USD and exclude any applicable tax or fees.

ITA's 2026-27 Budget includes \$500,000 to replace obsolete network equipment that are part of the City's network infrastructure that supports the operation of various departments. ITA is proposing to utilize these funds for the Year 1 payment of this schedule. Therefore, there is no additional funding needed for Year 1 of this agreement. Funding for Payment Years 2 through 5 will be addressed through the City's annual budget process.

The attached draft Payment Agreement is valid through July 24, 2026, and is pending negotiations and City Attorney approval. If the City does not execute the Payment Agreement and related documents by this date, the pricing quote is subject to change.

RECOMMENDATION

That the City Council authorize the General Manager of ITA, or his designee, to execute a five-year Payment Agreement with Cisco Systems Capital Corporation for the purchase and installation of equipment and related maintenance, support, and software licenses for the City of Los Angeles Network Modernization Project, subject to the approval of the City Attorney. The total compensation amount for this agreement is \$36,925,497.22.

FISCAL IMPACT STATEMENT

Funding for Year 1 of the Payment Agreement is provided in the 2026-27 Budget within ITA's Communication Services Account for Network Outage Prevention. There is no additional impact to the General Fund for Year 1 expenses. Future years' funding for this project will be addressed through the City's annual budget process.

Respectfully submitted,



Ted Ross
General Manager

Attachment

ec: Matt Hale, Mayor's Office
Robert Roth, CAO
Austin Patrick, CAO
Bhavin Patel, ITA
Maria Ramos, ITA
Carlos Octoman, ITA
ITA Contracts



PAYMENT AGREEMENT (SLED)

This Payment Agreement (SLED), which incorporates the attached Appendix 1 (collectively, this “**Agreement**”) is entered into by Cisco Systems Capital Corporation (“**Capital**”), a Nevada corporation, having its principal place of business at 170 West Tasman Drive, San Jose, California, 95134, and **[Insert Customer Name]** (“**Customer**”), a **[Insert Customer’s State of Incorporation/Formation and Entity Type]**, having its principal place of business at **[Insert Customer Address]**, and is effective as of the date of last signature below. Capitalized terms not otherwise defined in this Agreement are defined in Section 19 (Definitions).

1. Purpose

This Agreement contains the terms and conditions under which Capital may extend to Customer, and Customer may accept from Capital, a payment solution for the purchase of the Products and/or Soft Cost Items described in Appendix 1.

2. Term

The Term of this Agreement will commence on the Commencement Date and will terminate upon payment of all Payments and other amounts due hereunder, unless terminated sooner pursuant to the terms of this Agreement.

3. Funding; Disbursements

Capital will have no obligation to fund under this Agreement unless each of the following conditions has been fully satisfied or confirmed on or before the Expiration Date: (a) the Transaction Documents have been duly executed by Customer and delivered to Capital, (b) an opinion of counsel, if required by Capital, has been executed and delivered, (c) Capital has received the Vendor Invoice(s) for the Products from Vendor, (d) Capital has received (i) one or more Disbursement Request(s), or (ii) if funding will occur through an escrow or trust, a fully executed copy of the escrow agreement or trust agreement and all documents required thereunder, (e) any special conditions specified in this Agreement have been satisfied or confirmed, and (f) no Credit Event has occurred (as determined by Capital in its sole and absolute discretion). If the foregoing conditions are fully satisfied, then Capital will pay the Vendor the Total Cost. If any of the foregoing conditions are not satisfied, then Capital will have no obligation to fund the purchase of the Products and Customer will be solely responsible to Vendor for all obligations arising under the Purchase Documents, including, without limitation, the obligation to pay for the Products. Upon written request from Customer, Capital may, in its sole and absolute discretion, extend the Expiration Date (and, if necessary, the Commencement Date) in a written notice delivered to Customer by no later than the original Expiration Date.

4. Payments

Customer agrees to make each Payment in the amount and manner specified in this Agreement, without notice or demand, as each Payment becomes due and payable. All Periodic Payments are exclusive of any Taxes, unless otherwise specified. Capital may charge Customer a Late Fee on any Payment not made when due for the period during which it remains overdue (including during any applicable grace period).

5. Taxes

Customer will pay when due directly to Vendor (or, if financed under this Agreement, by reimbursement to Capital), all Taxes (other than those measured by Capital’s net income) applicable to Customer’s purchase of the Products, the Payments, or otherwise payable in connection with this Agreement. To the extent permitted by law, Customer indemnifies and holds Capital harmless from, any obligation, claim or demand to pay any such Taxes (except to the extent financed under this Agreement). The “Total Cost” in Appendix 1 does not include any Taxes, unless otherwise stated.

6. Selection; Authorization to Order

Customer has, based upon its own judgment, independently selected the Products and/or Soft Cost Items, and, by its execution of this Agreement represents, warrants, and acknowledges that: (i) as to any Products, Customer has reviewed, approved and agreed to be bound by any related Purchase Documents, License Agreements, and Services terms; (ii) even if the Vendor is affiliated with Capital, Capital will not be considered to have made any statement, representation, warranty, or promise made by Vendor; and (iii) neither Vendor nor Capital will be considered to be an agent of the other. Customer agrees to be bound by any purchase order placed (or released) by Capital on Customer’s behalf, to the extent requested by Customer to facilitate the payment solution specified in this Agreement, and irrevocably authorizes Capital to submit the same to Vendor for such Products and any Soft Cost Items on Customer’s behalf.

7. Non-Cancelable Agreement; Payment

ONCE THE TERM HAS BEGUN, THIS AGREEMENT WILL BE NON-CANCELABLE, EXCEPT AS PROVIDED IN SECTION 11. CUSTOMER AGREES THAT IT HAS AN ABSOLUTE AND UNCONDITIONAL OBLIGATION TO PAY ALL PAYMENTS WHEN DUE UNDER THIS AGREEMENT (SUBJECT TO THE LIMITATIONS SET FORTH IN SECTION 11 AND IN THE LAST SENTENCE OF SECTION 15 BELOW) AND CUSTOMER MAY NOT ABATE OR REDUCE ANY PAYMENTS DUE OR SET OFF ANY CHARGE AGAINST ANY PAYMENT. CUSTOMER HEREBY WAIVES ANY RECOVERY, CROSS-CLAIM, COUNTERCLAIM, OR ANY OTHER DEFENSE AT LAW OR IN EQUITY TO ANY PAYMENT DUE UNDER THIS AGREEMENT, WHETHER ANY SUCH DEFENSE ARISES OUT OF THIS AGREEMENT OR OTHERWISE. IF ANY PRODUCTS ARE NOT PROPERLY INSTALLED, DO NOT OPERATE OR INTEGRATE AS REPRESENTED OR WARRANTED BY VENDOR, OR ARE UNSATISFACTORY FOR ANY REASON WHATSOEVER, CUSTOMER WILL MAKE ANY CLAIM ON ACCOUNT THEREOF SOLELY AGAINST VENDOR AND CUSTOMER WILL NEVERTHELESS PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT.

8. Disclaimers

This Agreement conveys no explicit or implicit license for the use of Software or other intellectual property, and such license rights, to the extent they exist, are contained in separate license documentation entered into between Customer and Vendor. **AS BETWEEN CUSTOMER AND**

CAPITAL, CUSTOMER ACCEPTS THE PRODUCTS “AS IS, WHERE IS”. CAPITAL MAKES ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, PERFORMANCE, DESIGN, OR CONDITION OF THE PRODUCTS, OR INTELLECTUAL PROPERTY RIGHTS (INCLUDING ANY PATENT, COPYRIGHT, OR TRADEMARK RIGHTS, OF ANY THIRD PARTY, WHETHER RELATING TO INFRINGEMENT OR OTHERWISE) RELATING TO THE PRODUCTS. CAPITAL WILL HAVE NO LIABILITY TO CUSTOMER, OR ITS CUSTOMERS, OR ANY OTHER PERSONS, FOR ANY DAMAGES AT LAW OR IN EQUITY, ARISING OUT OF THIS AGREEMENT, CONCERNING ANY PRODUCTS, INCLUDING DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES BASED ON STRICT OR ABSOLUTE TORT LIABILITY. Notwithstanding the foregoing, nothing in this Agreement will affect Customer’s rights against persons other than Capital, or Capital’s liability to Customer, in a separate action at law, for direct damages solely to the extent arising from Capital’s breach of its express obligations under this Agreement. Capital makes no representation as to the treatment of this Agreement for tax or accounting purposes.

9. Representations, Warranties, and Covenants of Customer

Customer represents, warrants, and covenants to Capital, as of the date of this Agreement and the Commencement Date, that:

- (a) Customer is a municipal corporation and charter city duly organized and validly existing under and by virtue of the laws of the State of California , with full power and authority to enter into the Transaction Documents and perform all of its obligations under such Transaction Documents;
- (b) the Transaction Documents have been duly authorized, authenticated, and delivered by Customer by proper action of its governing body at a regularly convened meeting and attended by the requisite majority of council members, or by other appropriate official action, as applicable, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of such Transaction Documents against Customer;
- (c) no other approval, consent or withholding of objection is required from any federal, state or local governmental authority or instrumentality with respect to the entering into or performance by Customer of the Transaction Documents and the transactions contemplated thereby;
- (d) Customer has complied with such public bidding requirements and other state, local and federal laws as may be applicable to the Transaction Documents and the acquisition by Customer of the Products;
- (e) Customer’s acquisition of the Products is necessary, useful and/or appropriate to one or more governmental purposes of Customer;
- (f) the Products will at all times be used by Customer for the purpose of performing essential governmental functions;
- (g) the acquisition and financing of the Products is necessary for the proper, efficient and economic operation of Customer and/or the services it provides to the citizens of its State, and consistent with the permissible scope of the Customer’s authority;
- (h) Customer expects to make immediate use of the Products, for which it has an immediate need that is neither temporary nor expected to diminish during the Term;
- (i) [Customer has, in accordance with the requirements of applicable law, fully budgeted and appropriated sufficient funds to make all Payments and to perform its other obligations under this Agreement and the other Transaction Documents during the current Fiscal Period, and such funds have not been expended for other purposes;]
- (j) neither the execution and delivery of any Transaction Document, nor the fulfillment of or compliance with the terms and conditions of any Transaction Document, nor the consummation of any of the transactions contemplated thereby, will conflict with, constitute a breach of, or default under the rules of procedure of Customer, or any constitutional or statutory provision, or any order, rule, regulation, decree or ordinance of any court, government or governmental body to which Customer, any of the Products or any of Customer’s other properties are subject; and
- (k) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body pending or, to the best of the Customer’s knowledge, threatened against Customer, wherein an unfavorable ruling or finding would adversely affect the validity or enforceability of any Transaction Document.

10. Appropriation

Customer intends to continue this Agreement for the applicable Term, and to make all Payments due under this Agreement. To the extent permitted by law, Customer covenants to include all Payments due (or to become due) under this Agreement for the applicable Fiscal Period during the Term in each relevant proposed annual budget for submission to the governing body of Customer.

11. Non-Appropriation

The term of this Agreement will consist of annual one-year terms, each automatically expiring on the last day of each Fiscal Period, unless, prior to the end of such Fiscal Period, Customer appropriates funds sufficient to pay Payments due during the next Fiscal Period. Notwithstanding any provision to the contrary herein, this Agreement will automatically terminate as of the first day of such next Fiscal Period in whole, but not in part, and without further action by either Capital or Customer, if sufficient funds are not appropriated and budgeted by Customer’s governing body or will not otherwise be available to continue this Agreement beyond the current Fiscal Period (an “**Event of Non-Appropriation**”). Customer agrees that it will provide written notice to Capital (a “**Termination Notice**”) not less than fifteen (15) days prior to the end of Customer’s then-current Fiscal Period confirming this Agreement will be so terminated. Upon such termination of this Agreement, Customer’s obligations under this Agreement, and any interest of Customer in the Products covered by this Agreement, will immediately cease. Upon termination of this Agreement, the Customer shall not use such Software or receive such Services or other benefits of any such Soft Cost Items, and shall, upon request of Capital, take reasonable efforts to deliver to Capital any tangible Products. If Customer breaches the covenant contained in the immediately preceding sentence, Capital retains all rights to pursue monetary damages and specific performance remedies against Customer for such breach. Customer agrees any termination of this Agreement pursuant to this Section shall be due solely to a decision by Customer or its governing body, as applicable, to not appropriate sufficient funds for the continued performance of this Agreement for the applicable Fiscal Period. Notwithstanding the foregoing, Customer agrees that, without creating a pledge, lien or encumbrance upon funds available to Customer

in other than its current Fiscal Period, and to the extent permitted by law, it will use its best efforts to duly make budget requests for each Fiscal Period during the Term of this Agreement for adequate funds to meet its payment obligations and to continue this Agreement in full force and effect.

12. Reserved.

13. No Indebtedness Limitation

Capital and Customer intend that the obligation of Customer to make any Payment due under this Agreement is not to be construed to be a debt in contravention of any applicable constitutional or statutory limitation on the creation of indebtedness or as a pledge of funds beyond Customer's current Fiscal Period.

14. Events of Default

The occurrence of any of the following will constitute an "Event of Default" under this Agreement: (a) Customer fails to pay any amount due under this Agreement within fifteen (15) days after it becomes due and payable other than as a result of an Event of Non-Appropriation; (b) any representation or warranty of Customer made in this Agreement, any other Transaction Document, or any ancillary document delivered by Customer to Capital in connection with this Agreement proves to have been false or misleading when made; (c) Customer fails to perform any other obligation, covenant, condition, or agreement made by it under this Agreement or any other Transaction Document, and such failure continues for twenty (20) days; (d) bankruptcy, receivership, insolvency, reorganization, dissolution, liquidation, or other similar proceedings are instituted by or against Customer of this Agreement; (e) Customer defaults under any other agreement with Capital; (f) Customer dissolves or otherwise terminates its existence, ceases to do business or becomes insolvent, or fails generally to pay its debts as they become due; (g) Customer merges or consolidates with any other entity, or sells, leases, or disposes of all or substantially all of its assets without the prior written consent of Capital, which consent will not be unreasonably withheld; or (h) any change occurs in relation to Customer's business, management, ownership, or financial condition that would have a material adverse effect on Customer's ability to perform its obligations under this Agreement.

15. Remedies

If an Event of Default occurs, Capital may exercise any one or more of the following remedies: (a) terminate this Agreement; (b) declare all amounts due and to become due under this Agreement during the current Fiscal Period (that have been appropriated) immediately due and payable; (c) proceed by court action to enforce performance by Customer of this Agreement and/or to recover all damages and expenses suffered by Capital as a consequence of such Event of Default, including, where applicable, any loss of anticipated tax benefits; (d) take possession of, or render unusable, any Hardware and other Collateral wherever located, without notice or process of law (and such action will not constitute a cancellation or termination of this Agreement); (e) require Customer to assemble such Hardware and other Collateral and deliver it to Capital at a location designated by Capital; (f) sell or lease any or all of the Hardware and other Collateral, through public or private sale or lease transactions, and apply the Net Proceeds thereof to Customer's obligations under this Agreement (with Customer remaining liable for any resulting deficiency); (g) to the extent Software or Services are included as Soft Cost Items under this Agreement, Capital may, after giving prior written notice to Customer, exercise its Soft Cost Remedies; (h) by written notice to any escrow agent who is holding proceeds of this Agreement, instruct such escrow agent to release all such proceeds and any earnings thereon to Capital, such sums to be credited to payment of Customer's obligations under this Agreement; or (i) exercise any other right or remedy available at law or in equity. The foregoing remedies are cumulative in nature and are intended only to make Capital whole (as if no Event of Default occurred) and not to penalize Customer or allow Capital duplicative remedies. Notwithstanding anything to the contrary in this Agreement, (i) the failure to make any Payment as a result of an Event of Non-Appropriation shall not constitute a default, breach, or Event of Default under this Agreement; (ii) nothing herein shall be construed to require Customer to appropriate funds beyond the then-current Fiscal Period; and (iii) Customer will have no obligation to make any Payments unless such Payments have been appropriated by Customer with respect to such Fiscal Period; however, this limitation shall not affect Capital's rights and remedies with respect to Payments that have been appropriated for the then-current Fiscal Period or Capital's rights with respect to the Products, including repossession or other remedies expressly provided under this Agreement.

16. Assignment

Capital may pledge, transfer, or otherwise assign any or all of Capital's interest in this Agreement, Products or Soft Cost Item without prior notice to or consent by Customer. Any assignee of Capital will have all of the rights, but none of the obligations of Capital under this Agreement with such obligations remaining with Capital (unless otherwise provided in the applicable assignment). After its receipt of notice of any such assignment, Customer will pay all Payments and other amounts due (that have been appropriated) as directed in such notice. **Customer waives and agrees that it will not assert against any assignee any claim, defense, counterclaim, or offset that Customer may have against Capital or any preceding assignee.** Customer acknowledges that any assignment by Capital will not materially change Customer's duties or obligations or increase its risks or burdens under this Agreement. Customer may only assign or transfer any of its rights, duties, or obligations in this Agreement, after obtaining the prior written consent of Capital, which, if given, may be subject to conditions.

17. Hardware Related Provisions

- 17.1 **Use; Maintenance; Inspection.** Customer will use the Hardware in a manner consistent with the manufacturer's recommendations and instructions and all applicable laws and regulations. Customer will, at its expense, keep all Hardware in good repair, condition, and working order (ordinary wear and tear excepted). Customer will ensure that the Hardware is covered by a maintenance agreement, to the extent available, with the manufacturer of the Hardware or other party reasonably acceptable to Capital. Capital may inspect the Hardware at reasonable times, upon reasonable notice, and in compliance with Customer's standard and reasonable security regulations.
- 17.2 **Insurance.** Customer will maintain, at its own expense: (a) property casualty insurance in an amount not less than the full replacement value of the Hardware naming Capital as "loss payee", and (b) public general liability insurance naming Capital as an "additional insured". The coverage must provide that it may not be cancelled or materially altered without at least 30 days prior written notice to Capital. Customer will deliver certificates of insurance to Capital upon Capital's request. If Customer fails to provide Capital evidence of insurance, Capital may obtain such insurance and charge Customer for the associated cost. Notwithstanding the foregoing, so long as no Event of Default has occurred, Customer may self-insure against such risks under a self-insurance program provided that Capital's interest is protected to the same extent as if the insurance required pursuant to this Section has been obtained from a third-party insurance carrier.

If at any time Customer elects to terminate self-insurance, Customer will obtain the insurance coverage described above and provide evidence thereof to Capital.

- 17.3 **Ownership.** Customer is the sole owner of the Hardware and has sole title to it. Customer acknowledges and represents that the Hardware will be and remain personal property, notwithstanding the manner it may be attached or affixed to realty. Customer will not lend, pledge, lease, sublease, or allow any third party to have an enforceable right in or to the Hardware or permit to exist any security interest, lien, or encumbrance with respect to any of the Hardware and will indemnify and hold Capital harmless from and against any loss or expense caused by Customer's failure to do so. Customer will give Capital immediate written notice of any attachment or judicial process affecting any item of Hardware. Customer will ensure that the Hardware remains within the United States.
- 17.4 **Security Interest.** As security for the payment and performance in full when due of all payment and other obligations of Customer under this Agreement, subject to an Event of Non-Appropriation, Customer hereby pledges to Capital and grants a lien on and a security interest in all of Customer's right, title, and interest in and to (i) all of the Products, inventory, fixtures, accounts, rights to payment, chattel paper, documents, instruments, contract rights (including, without limitation, indemnity, warranty and insurance claims), or other general intangibles (including, without limitation, payment intangibles and software), (ii) all additions, accessions, replacements, and substitution thereto or thereof, and (iii) all proceeds of, and all supporting obligations with respect to, any of the foregoing (collectively, the "Collateral").
- 18. Miscellaneous**
- 18.1 **Notices.** Any notice, request, demand, consent, or other communication provided for or permitted in relation to this Agreement (a) must be in writing and delivered to such party at its address, or received by the party at an email address, specified in [Appendix 1](#), and (b) will be considered effective (i) upon delivery, if personally delivered, (ii) the next day, if sent by overnight mail, (iii) three (3) business days after deposit, postage prepaid, if mailed, or (iv) the same day receipt is acknowledged, if sent by e-mail. Capital may deliver notices to Customer under this Agreement via email, regular mail, overnight mail or personal delivery.
- 18.2 **Disclosure.** Customer acknowledges that Capital may disclose to a third party information about this Agreement, Customer, or the Products and/or Soft Cost Items for administration, regulatory compliance, fraud prevention, credit and risk assessment, financing or syndication purposes, or to facilitate Vendor's processing of an order for the Products and/or Soft Cost Items on behalf of Customer.
- 18.3 **Continuing Disclosure.** Capital acknowledges that, in connection with Customer's compliance with any continuing disclosure undertakings (each, a "Continuing Disclosure Agreement") entered into by Customer pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "Rule"), Customer may be required to file with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, or its successor ("EMMA"), notice of its incurrence of its obligations under this Agreement and notice of any accommodation, waiver, amendment, modification of terms or other similar events reflecting financial difficulties in connection with this Agreement, in each case including a description of the material terms thereof (each such notice, an "EMMA Notice"). Customer will not file or submit or permit the filing or submission of any EMMA Notice that includes any of the following unredacted information regarding Capital: physical or mailing addresses, account information, e-mail addresses, telephone numbers, fax numbers, tax identification numbers, or titles or signatures of officers, employees or other signatories. Customer acknowledges and agrees that Capital is not responsible in connection with any EMMA Notice relating to this Agreement for Customer's compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with the Rule, any Continuing Disclosure Agreement or any applicable securities laws, including but not limited to those relating to the Rule.
- 18.4 **Rights and Remedies.** Failure or delay on the part of Capital in exercising any right or remedy under this Agreement will not operate as a waiver.
- 18.5 **Interpretation.** The captions and headings contained in this Agreement are for convenience only and will not affect the interpretation of this Agreement. In this Agreement, the word "including" is not limiting, "person" includes individuals, corporations, and other legal persons and entities, and the singular includes the plural and vice versa. Unless a contrary indication appears, a reference to any document is a reference to that document as amended, novated, supplemented, extended, or restated from time to time.
- 18.6 **Severability.** If any term in this Agreement is invalid or unenforceable, then the rest of the terms will continue with full force and effect to the extent possible.
- 18.7 **Survival.** All representations, warranties, and covenants made by Customer hereunder will survive the termination of this Agreement and will remain in full force and effect. All obligations of Customer to indemnify Capital will survive the cancellation or termination of this Agreement and be enforceable by Capital and Capital's successors and assigns.
- 18.8 **Reports, Etc.** Customer will provide Capital with the following notices, reports and other materials, in writing within the respective time periods specified therein: (a) proof of appropriation by Customer with respect to Customer's Payment obligations under this Agreement for the next succeeding Fiscal Period, in a form reasonably acceptable to Capital, within thirty (30) days prior to the last day of the Fiscal Period; and (b) any other documents or reports required or otherwise reasonably requested by Capital (including, without limitation, affidavits, secretary's or clerk's certificates, essential use certificates, and opinions of counsel, in substantially such form as provided to Customer by Capital and otherwise satisfactory to Capital).
- 18.9 **Opinion of Counsel.** If required by Capital (as specified in [Appendix 1](#)), Customer, at its sole cost and expense, will deliver to Capital, the opinion of its legal counsel substantially in the form attached as [Exhibit A](#) hereto.
- 18.10 **Financial Statements.** If not publicly available, Customer will promptly furnish to Capital such financial or other statements regarding the condition and operations of Customer, as Capital may from time-to-time reasonably request.
- 18.11 **Customer-Capital Purchase Order.** Customer agrees that any "purchase order" issued by Customer to Capital in relation to any Products and/or Soft Cost Items will be issued for Customer's internal use only for the purpose of authorizing Customer's payments to Capital under this Agreement, and none of its terms and conditions will modify or affect the terms of this Agreement.

- 18.12 **No Third-Party Beneficiaries.** Except in the event of a permitted assignment, these terms do not grant any right or cause of action to any third party.
- 18.13 **Anti-Money Laundering.** Customer will provide Capital with such information as Capital may require, so that Capital may comply with its obligations under any applicable anti-money laundering and counter terrorism financing laws and regulations.
- 18.14 **Maximum Rate.** If for any reason Capital is deemed under applicable law to have contracted for, charged, or received any consideration constituting interest in excess of the highest lawful rate, then any such excess will be deemed to have been cancelled automatically and, if previously paid by Customer, will at Capital's option be applied to the principal amount outstanding under this Agreement or be refunded to Customer.
- 18.15 **Further Assurances.** Customer agrees to promptly execute and deliver to Capital such further documents and take such further action as Capital may require to carry out the intent and purpose of this Agreement.
- 18.16 **Performance of Customer's Obligations.** Upon Customer's failure to perform any of its obligations under this Agreement, Capital may procure the performance of such obligations and recover the related expenses incurred by Capital from Customer on demand.
- 18.17 **Execution; Counterparts.** The parties may execute the Transaction Documents by Electronic Execution or manually, and may do so in counterparts, and when so executed each counterpart will be deemed to be an original, and such counterparts together will constitute one and the same instrument. Each individual signatory of the Transaction Documents will be authorized to do so on behalf of his or her respective party and binds the party to such Transaction Documents. A scan of an original signature on the Transaction Documents delivered by reliable electronic means (such as by facsimile transmission or a ".pdf" file by email) will be deemed to be as effective for all purposes as delivery of a manually executed copy of such Transaction Documents. Only one electronic record will be created as the authoritative copy and the same will at all times be deemed to be controlled by Capital or its assignee. Capital will maintain the sole "original" version of this Agreement (whether in electronic or other tangible form). The parties waive any defense to the validity or enforceability of the Transaction Documents related to the use of Electronic Execution.
- 18.18 **Entire Agreement.** This Agreement, together with the other Transaction Documents, will constitute the entire agreement between Capital and Customer with respect to this subject matter and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to such matters. Except as otherwise provided in such Transaction Document, any amendment of, or modification to, any provision of any Transaction Document will not bind either party unless it is set forth in writing and executed by both parties.
- 18.19 **Governing Law.** The parties agree this Agreement and all Transaction Documents will be governed in all respects by the internal laws of the State, without regard to its principles of conflicts of laws. Customer hereby consents to personal jurisdiction and venue in the courts of the State in any action or proceeding with respect to any Transaction Document or Products.

19. Definitions

"**Commencement Date**" means the date specified as the "Commencement Date" in [Appendix 1](#).

"**Credit Event**" means, as of any date: (i) Customer fails to satisfy Capital's then current credit approval standards, policies, or practices, (ii) the occurrence of any change in global or national political conditions or general economic or market conditions which adversely affect the jurisdiction and/or the industry in which the Customer operates, or (iii) the occurrence of any Event of Default or any event or condition that, with notice or the passage of time, or both, would constitute an Event of Default.

"**Disbursement Request**" means the Request for Disbursement and Authorization to Pay in the form provided to Customer by Capital.

"**Electronic Execution**" means the execution of any or all the Transaction Documents by a party thereto by any electronic means.

"**Event of Default**" has the meaning given to it in Section 14 (Events of Default).

"**Expiration Date**" means the date on which Capital's credit and pricing approvals for the transaction contemplated by this Agreement will expire if, for whatever reason, it has not already been funded by Capital. Unless an earlier date is specified in [Appendix 1](#), the Expiration Date will be the date that is 120 days from the effective date of this Agreement specified in the preamble above.

"**First Fiscal Period**" means the period specified as the "First Fiscal Period" in [Appendix 1](#).

"**Fiscal Period**" means the period specified as the "Fiscal Period" in [Appendix 1](#).

"**Hardware**" means any items of equipment listed in [Appendix 1](#), together with all parts, substitutions, replacements, additions, and accessions thereto.

"**Indirect Tax**" means value added tax, turnover tax, distribution tax, transfer tax, property tax, goods and services taxes, sales and use taxes, customs and other import or export duty or excise duty (including any customs duties, anti-dumping duties, and countervailing duties).

"**Late Fee**" means the amount to be charged on any overdue Payment for the period during which it is overdue, calculated based on the rate specified in [Appendix 1](#).

"**License Agreement**" means any license agreement or other document granting the Customer the right to use Software.

"**Net Proceeds**" means the proceeds Capital received after deducting: (i) all costs and expenses (including reasonable attorneys' fees) incurred by Capital in retaking possession of, and removing, storing, repairing, refurbishing, and selling or re-leasing such Hardware, and enforcing any obligations of Customer hereunder; and (ii) interest on any overdue payment, for the period of time during which it is overdue, at a rate equal to the Late Fee.

"**Payment**" means each Periodic Payment and all other amounts payable under this Agreement.

"**Payment Period**" means the period for which a Periodic Payment is due and payable.

"**Periodic Payment**" means the amount due and payable each Payment Period.

"**Products**" means the Hardware, Software and/or Services listed in [Appendix 1](#).

"**Purchase Documents**" means any purchase order, contract, bill of sale, license agreement, invoice and/or other documents entered into with or issued by or to any Vendor relating to the procurement of Products and/or Soft Cost Items by Customer.

"**Services**" means any maintenance and/or other services listed in [Appendix 1](#).

"**Soft Cost Items**" means any costs related to Software, Services, Taxes, and/or any other one-time charges or related expenses funded by Capital

as listed in Appendix 1.

“**Soft Cost Remedies**” means remedies related to Software and/or Services whereby Capital may deliver a notice instructing the applicable Vendor of such Software and/or Services to (and such Vendor may, without any liability to Customer) immediately cancel, terminate, suspend, or rescind such Software and/or Services, as applicable, whereupon Customer’s rights to such Software and/or Services will immediately be cancelled, terminated, suspended, and/or rescinded, as applicable.

“**Software**” means any software license listed in Appendix 1.

“**State**” means the state or commonwealth in which Customer is located.

“**Taxes**” means all present and future taxes, levies, imposts, duties, assessments, fees, stamp, registration or license fees or other documentary duty, deductions, withholdings, or charges of any nature whatsoever, however designated, including, any Indirect Tax, or other similar amounts imposed or assessed by any governmental body, taxing or fiscal authority or agency together with interest thereon and penalties in respect thereof.

“**Term**” means the period specified as the “Term” in Appendix 1.

“**Total Cost**” means (a) as to any Hardware, the total acquisition cost for the Hardware as set forth in the applicable Purchase Documents, and (b) as to any Soft Cost Items, the total amount of the Soft Cost Items, all as specified in Appendix 1.

“**Transaction Documents**” means this Agreement and each of the other documents, certificates and agreements executed by Customer or required by Capital in connection therewith (including but not limited to, acceptance certificate(s), opinion(s) of counsel, incumbency certificate(s), and escrow and trust agreement(s)).

“**Vendor**” means the seller, manufacturer, licensor, supplier, or provider of Products and/or Soft Cost Items specified in Appendix 1.

“**Vendor Invoice**” means Vendor’s invoice for the Products and/or Soft Cost Items covered by Appendix 1, which invoice must be final, accurate and complete, and include a description and serial numbers of Hardware and a list of the Software and Services and other Soft Cost Items (if Vendor ordinarily provides such information on its invoices), or reference to Customer’s purchase order number, the Total Cost of such Products and/or Soft Cost Items, and such other information as Capital may reasonably require.

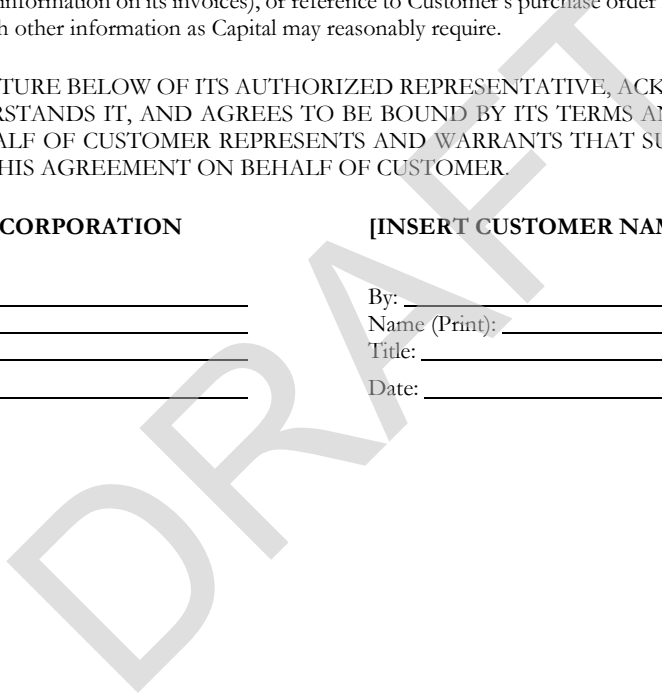
CUSTOMER, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. EACH PERSON SIGNING BELOW ON BEHALF OF CUSTOMER REPRESENTS AND WARRANTS THAT SUCH PERSON IS AUTHORIZED TO EXECUTE AND DELIVER THIS AGREEMENT ON BEHALF OF CUSTOMER.

CISCO SYSTEMS CAPITAL CORPORATION

[INSERT CUSTOMER NAME]

By: _____
Name (Print): _____
Title: _____
Date: _____

By: _____
Name (Print): _____
Title: _____
Date: _____



Appendix 1 to Payment Agreement No. _____

1. Payment Terms

Description of Products and/or Soft Cost Items:	Hardware	\$ _____
	Software:	\$ _____
	Services:	\$ _____
	Other Soft Cost Items: [Description]	\$ _____
	Total Cost:	\$36,925,497.21
Commencement Date:	Upon final execution of Payment Agreement	
Term:	60 months (plus the number of days from the Commencement Date to the first Periodic Payment Date, if any).	
Periodic Payment Date(s):	1 st calendar day of August until the end of the Term in August 1, 2030.	
Payment Period:	Annually in Advance	
Periodic Payment:	Year 1 (August 1, 2026) - \$500,000.00 Year 2 (August 1, 2027) - \$14,000,000.00 Year 3 (August 1, 2028) - \$7,475,165.74 Year 4 (August 1, 2029) - \$7,475,165.74 Year 5 (August 1, 2030) - \$7,475,165.73	
[Effective Interest Rate:]	0%	
Fiscal Period:	Commences on July 1 and ends on June 30 of the following year.	
First Fiscal Period:	Commences on July 1, 2026 and ends on June 30, 2027	
Late Fee:	1.17 % per month (or, if lower, the maximum rate permitted by applicable law)	
Remittance Instruction:	[Insert relevant Cisco Capital payment instructions]	
Vendor Name(s):	Presidio Networked Solutions, LLC	
Vendor Contract Number(s):	GSD - ARC 40 190000000055 15 ITA – Personal Services Contract to come	
Opinion of Counsel	Required	
Funding/Disbursement(s) Process:	Capital will fund the Total Cost pursuant to the terms of the Escrow Agreement (see Section 3.1 below).	

2. Notice

The parties' respective information for service of notices is as follows:

Customer: _____	Capital: Cisco Systems Capital Corporation
Address: _____	Address: _____
_____	_____
Phone: _____	Phone: _____
Email: _____	Email: _____

3. Additional Provisions; Special Conditions

3.1 Escrow Agreement; Escrow Agent. As a condition to any funding under this Agreement, the parties will execute and deliver the escrow agreement (in the form provided by Escrow Agent) ("**Escrow Agreement**") among U.S. Bank National Association ("**Escrow Agent**"), Customer and Capital.

EXHIBIT A

Form of Opinion of Counsel

[To be provided on letterhead of Customer's counsel.]

_____, 2026

Cisco Systems Capital Corporation
170 W. Tasman
San Jose, CA 95134
Attn.: _____

Re: Payment Agreement (SLED) No. ____ dated _____, 2026 (the “**Agreement**”), by and between Cisco Systems Capital Corporation (“**Capital**”) and _____ (“**Customer**”)

Ladies and Gentlemen:

We have acted as special counsel to Customer in connection with the Agreement and that certain Escrow Agreement dated _____, 2026 (the “**Escrow Agreement**”), by and among Customer, Capital and U.S. Bank National Association, as Escrow Agent. As used in this opinion, the term “**Transaction Documents**” means, collectively, the Transaction Documents and the Escrow Agreement. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

All capitalized terms not otherwise defined herein shall have the meanings provided in the Agreement.

As to questions of fact material to our opinion, we have relied upon the representations of Customer in the Transaction Documents and in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1. Customer is a public body corporate and politic, duly organized and existing under the laws of the State of _____.
2. Customer has all requisite power and authority to enter into the Transaction Documents and to perform its obligations thereunder, including the opening of the account described in the Escrow Agreement.
3. The execution, delivery and performance of the Transaction Documents by Customer has been duly authorized by all necessary action on the part of Customer.
4. All proceedings of Customer and its governing body relating to the authorization and approval of the Transaction Documents, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.
5. Customer has acquired or has arranged for the acquisition of the Products subject to the Agreement, and has entered into the Agreement, in compliance with all applicable public bidding laws.
6. Customer has obtained all consents and approvals of other governmental authorities or agencies which may be required for the execution, delivery and performance by Customer of the Transaction Documents.
7. The Transaction Documents have been duly executed and delivered by Customer and constitute legal, valid and binding obligations of Customer, enforceable against Customer in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as the Customer, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.
8. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Customer in any court: (a) seeking to restrain or enjoin the delivery of the Transaction Documents or

of other agreements similar thereto; (b) questioning the authority of Customer to execute the Transaction Documents, or the validity of the Transaction Documents, or the payment of principal of or interest on, the Agreement; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Transaction Documents; or (d) affecting the provisions made for the payment of or security for the Transaction Documents.

This opinion may be relied upon by Capital, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Transaction Documents.

Very truly yours,

[Firm Name]

By: _____

DRAFT

ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("**Agreement**") is made and entered into as of [], 2026 by and among U.S. Bank National Association (the "**Escrow Agent**"), Cisco Systems Capital Corporation ("**Capital**"), and [], a [] ("**Customer**").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, for themselves, their successors and permitted assigns, hereby agree as follows:

ARTICLE 1: RECITALS

Section 1.01. Capital and Customer have entered into a Payment Agreement (SLED) No. ____-____ (the "**Payment Agreement**"). Pursuant to the Payment Agreement, Capital has agreed to finance for Customer the acquisition of certain personal property described therein (the "**Products**") on the terms and conditions set forth in the Payment Agreement. This Agreement is not intended to alter or change the rights and obligations of Capital and Customer under the Payment Agreement, but is entirely supplemental thereto.

Section 1.02. The terms capitalized in this Agreement but not defined herein shall have the meanings given to them in the Payment Agreement, provided that the Escrow Agent shall not have any obligation to understand or ascertain the meaning of any such defined terms that are used but not defined herein.

Section 1.03. Upon the execution of the Payment Agreement and this Agreement and the satisfaction of all other financing conditions identified in the Payment Agreement (as determined by Capital), Capital will, in accordance with the written wire instructions provided by the Escrow Agent, deposit or cause to be deposited with the Escrow Agent the sum of \$[] ("**Escrow Funds**") which is required to be credited to the Capital and City of Los Angeles Account established in Article 2 hereof and which will be used to pay the aggregate acquisition costs of the Products financed under the Payment Agreement (the "**Total Cost**"), and, to the extent not needed for this purpose, to pay or prepay amounts outstanding under the Payment Agreement; all as hereinafter provided.

Section 1.04. Under the Payment Agreement, Customer will cause the Products to be ordered from the Vendor therefor. The Total Cost to be paid to the Vendor supplying the Products shall be paid solely from the amount deposited with the Escrow Agent as described in Section 1.03 and Section 3.04 hereof, in accordance with this Agreement and the Payment Agreement.

Section 1.05. Capital and Customer agree to employ the Escrow Agent to receive, hold, invest and disburse the moneys to be paid to the Escrow Agent by Capital as described in Section 1.03 and, if applicable, by Customer pursuant to Section 3.04 hereof, all as hereinafter provided; however, the Escrow Agent shall not be obligated to assume or perform any obligation of Customer or Capital or any Vendor with respect thereto or under the Payment Agreement by reason of anything contained in this Agreement.

Section 1.06. Each of the parties has authority to enter into this Agreement, and has taken all actions necessary to authorize the execution of this Agreement by the officers or other authorized representatives whose signatures are affixed hereto.

ARTICLE 2: CAPITAL AND CITY OF LOS ANGELES ACCOUNT

Section 2.01. The Escrow Agent shall establish an escrow account designated as the "Capital and City of Los Angeles Account" (the "**Capital and City of Los Angeles Account**") and shall administer the Capital and City of Los Angeles Account as provided in this Agreement.

Section 2.02. All moneys paid to the Escrow Agent by Capital pursuant to Section 1.03 and, if applicable, by Customer pursuant to Section 3.04 hereof, shall be credited to the Capital and City of Los Angeles Account. The Escrow Agent shall disburse the moneys in the Capital and City of Los Angeles Account to pay (all or a portion of) the Total Cost upon receipt of a Payment Request Form in the form attached hereto as Exhibit A, executed by an authorized representative for each of Capital and Customer as set forth in Exhibit D. Upon receipt of a Payment Request Form with respect to any Products, Escrow Agent shall disburse to the applicable payee(s) the amounts identified therein in accordance with the instructions specified therein. Escrow Agent will use good faith efforts to process each Payment Request Form for payment within one (1) business day of receipt of request received prior to 2:00 p.m. Central Time. Customer agrees that it will submit Payment Request Forms only with respect to operationally complete and functionally independent portions of the Products which may be utilized by Customer without regard to whether the balance of the Products is delivered and accepted (hereinafter, "**Complete Portions of**

Products"). Customer acknowledges and agrees that Capital shall not approve any Payment Request Form which does not describe a Complete Portion of Products. Capital and Customer authorize Escrow Agent to make such disbursements in accordance with this Section without the duty of any independent investigation with respect to the Products or the delivery or availability thereof.

Section 2.03. (a) On [], the Escrow Agent shall pay to Capital the entire remaining balance in the Capital and City of Los Angeles Account less an amount thereof equal to the Total Cost of the Products for which the Escrow Agent has received a Payment Request Form and which has not been paid (the "**Escrow Balance**"). The Escrow Balance paid to Capital shall first be applied to any fee payable by Customer to Capital pursuant to the provisions of Section 2.03(b) hereof and any balance thereof, at Capital's election, shall be applied to pay the next Payment(s) thereafter coming due under the Payment Agreement. Within 15 days after receiving the Escrow Balance, Capital shall notify Customer as to how it will be applied, and shall furnish to Customer a new Payment schedule reflecting any changes in Payments due to any prepayment.

(b) If, on the date of disbursement of the balance of funds in the Capital and City of Los Angeles Account pursuant to Sections 2.03(a) and 2.04 hereof, less than 50% of the amount of the initial deposit made by Capital pursuant to Section 1.03 hereof was used to pay the Total Cost of the Products then Customer shall pay a fee to Capital equal to the amount disbursed times the prepayment fee, if any, which would be payable by Customer under the Payment Agreement had it elected to prepay the Payment Agreement on the date of the disbursement from the Capital and City of Los Angeles Account.

Section 2.04. Upon receipt of written notice from Capital or Customer that (a) an Event of Default has occurred under the Payment Agreement and/or (b) an Event of Non-appropriation, if provided for under the Payment Agreement, has occurred, then the Escrow Agent shall liquidate all investments held in the Capital and City of Los Angeles Account and transfer the proceeds thereof and all other moneys held in the Capital and City of Los Angeles Account to Capital.

Section 2.05. The Escrow Agent shall only be responsible for the safekeeping and investment of the moneys held in the Capital and City of Los Angeles Account, and the disbursement thereof in accordance with this Agreement, and shall not be responsible for the authenticity or accuracy of such certifications or documents, the application of amounts paid pursuant to such certifications by the persons or entities to which they are paid, or the sufficiency of the moneys credited to the Capital and City of Los Angeles Account to make the payments herein required.

ARTICLE 3: MONEYS IN THE CAPITAL AND CITY OF LOS ANGELES ACCOUNT; INVESTMENT

Section 3.01. The moneys and investments held by the Escrow Agent under this Agreement are irrevocably held for the benefit of Customer and Capital, and such moneys, together with any income or interest earned thereon, shall be expended only as provided in this Agreement, and except as set forth herein, shall not be subject to levy or attachment or lien by or for the benefit of any creditor of either Customer or Capital. Capital, Customer and Escrow Agent intend that the Capital and City of Los Angeles Account constitute an escrow account in which Customer has no legal or equitable right, title or interest until satisfaction in full of all conditions contained herein for the disbursement of funds by the Escrow Agent therefrom. However, if the parties' intention that Customer shall have no legal or equitable right, title or interest until all conditions for disbursement are satisfied in full is not respected in any legal proceeding, the parties hereto intend that Capital have a security interest in the Capital and City of Los Angeles Account, and such security interest is hereby granted by Customer to secure payment of all sums due to Capital under the Payment Agreement. For such purpose, the Escrow Agent hereby agrees to comply with the instructions of Capital concerning the Capital and City of Los Angeles Account and all monies and securities therein without further consent by Customer or any other person and agrees to note, or cause to be noted, on all books and records relating to the Capital and City of Los Angeles Account, Capital's interest therein.

Section 3.02. Moneys held by the Escrow Agent hereunder shall be invested and reinvested by the Escrow Agent upon receipt of written direction from Customer, which direction shall be limited to Qualified Investments, as defined in Section 3.05. Such investments shall be registered in the name of the Escrow Agent and held by the Escrow Agent for the benefit of Capital. The Escrow Agent is hereby authorized to execute the directed purchase and sale of investments through the facilities of its own trading or capital markets operations. The Escrow Agent or any of its affiliates may receive customary compensation with respect to any such investment directed hereunder. In the absence of written direction from Customer, the amounts in the Capital and City of Los Angeles Account shall be invested in a U.S. Bank Money Market Deposit Account, as more fully described in the attached Exhibit B.

Section 3.03. The Escrow Agent shall, without further direction from Customer or Capital, sell such investments as and when required to make any payment from the Capital and City of Los Angeles Account. All investment earnings shall become part of the Escrow Funds and investment losses shall be charged against the Escrow Funds.

Section 3.04. The Escrow Agent shall furnish to Customer and Capital statements accounting for all investments and interest

and income therefrom. Such accounting shall be furnished monthly and shall also include a report of the balance in the Capital and City of Los Angeles Account and the amounts and dates of disbursements therefrom. Neither Capital nor Escrow Agent shall be responsible or liable for any loss suffered in connection with any investment of moneys made by it in accordance with this Article. In the event funds in the Capital and City of Los Angeles Account are insufficient to pay the Total Cost, Customer shall deposit additional funds into the Capital and City of Los Angeles Account in an amount sufficient to pay the balance of the Total Cost.

Section 3.05. As used in this Agreement, the term "**Qualified Investments**" means U.S. dollar denominated deposit accounts, federal funds and bankers' acceptances with domestic commercial banks, including any lockbox agent or an affiliate of the lockbox agent, that have a rating on their short term certificates of deposit on the date of purchase of "A-1+" by S&P and "F1+" by Fitch and maturing no more than 360 days after the date of purchase. Ratings on holding companies are not considered as the rating of U.S. Bank National Association.

ARTICLE 4: ESCROW AGENT'S AUTHORITY; INDEMNIFICATION

Section 4.01. The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of any instrument deposited with it, nor as to the identity, authority or right of any person executing the same; and its duties hereunder shall be limited to those specifically provided herein.

Section 4.02. Customer hereby agrees to indemnify the Escrow Agent, its officers, , and employees, (collectively, the "**Indemnified Parties**") and hold each harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature (including without limitation reasonable attorneys' fees, costs and expenses) (each, a "**Liability**"), which it may incur or with which it may be threatened by reason of this Agreement or Escrow Agent's actions hereunder; and in connection therewith, to indemnify the Indemnified Parties against any and all expenses, including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim, whether brought by Capital, Customer or any other person, and the cost of enforcing the Customer's indemnity obligations; provided, however, that no Indemnified Party shall have a right to indemnity hereunder to the extent that any such Liability is determined by a court of competent jurisdiction, subject to no further appeal, to have been caused primarily by such Indemnified Party's negligence or willful misconduct. The obligations of Customer under this Section shall survive any termination of this Agreement and the resignation or removal of Escrow Agent.

Section 4.03. If (a) Customer or Capital shall be in disagreement about the interpretation of this Agreement, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, (b) Escrow Agent is unable to determine, to Escrow Agent's sole and reasonable satisfaction, the proper disposition of all or any portion of the [] Account or Escrow Agent's proper actions with respect to its obligations hereunder or (c) Customer and Capital have not, within 30 calendar days of the furnishing by Escrow Agent of a notice of resignation pursuant to Section 6.02 hereof, appointed a successor Escrow Agent to act hereunder, then Escrow Agent may, in its sole discretion, take either or both of the following actions:

1. suspend the performance of any of its obligations (including without limitation any disbursement obligations) under this Agreement until such dispute or uncertainty shall be resolved to the good faith satisfaction of Escrow Agent or until a successor Escrow Agent shall have been appointed; or
2. petition (by means of an interpleader action or any other appropriate method) any court of competent jurisdiction, for instructions with respect to such dispute or uncertainty, and to the extent required or permitted by law, pay into such court, for holding and disposition in accordance with the instructions of such court, the entire Capital and City of Los Angeles Account; provided, however, that, in the case of clauses (a) and (b) above, Escrow Agent shall provide to Customer and Capital not less than 20 days written notice prior to instituting any proceedings described in this clause (2).

Escrow Agent shall have no liability to Customer or Capital with respect to any such suspension of performance or disbursement into court, specifically including any liability or claimed liability that may arise, or be alleged to have arisen, out of or as a result of any delay in the disbursement of the sums in the Capital and City of Los Angeles Account or any delay in or with respect to any other action required or requested of Escrow Agent. The Escrow Agent shall be indemnified by Customer, to the extent permitted by law, for all costs, including reasonable attorneys' fees, in connection with such petition unless such court determines the Escrow Agent was guilty of negligence or willful misconduct. The obligations of Customer under this Section shall survive any termination of this Agreement and the resignation or removal of Escrow Agent.

Section 4.04. The Escrow Agent undertakes to perform only such duties as are expressly set forth herein and no duties shall be implied. The Escrow Agent shall have no liability under and no duty to inquire as to the provisions of any agreement other than this Agreement, including without limitation any other agreement between any or all of the parties hereto or any other persons even though reference thereto may be made herein. The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection in acting in accordance with the advice of such counsel. The Escrow Agent shall not be liable for any action taken or omitted by it in good faith except to the extent that a court of competent jurisdiction determines, which determination is not subject to appeal, that the Escrow Agent's negligence or willful misconduct was the primary cause of any loss to Customer. In no event shall Escrow Agent be liable for, indirect, special, or consequential damages or penalties, even if the Escrow Agent has been advised of the likelihood of such damages or penalty and regardless of the form of action.

The Escrow Agent is authorized, in its sole discretion, to comply with orders issued or process entered by any court with respect to the Capital and City of Los Angeles Account, without determination by the Escrow Agent of such court's jurisdiction in the matter. If any portion of the Escrow Funds are at any time attached, garnished or levied upon under any court order, or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by any court affecting such property or any part thereof, then and in any such event, the Escrow Agent is authorized, in its sole discretion, to rely upon and comply with any such order, writ, judgment or decree without the need for appeal or other action; and if the Escrow Agent complies with any such order, writ, judgment or decree, it shall not be liable to any of the parties hereto or to any other person or entity by reason of such compliance even though such order, writ, Judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated.

ARTICLE 5: ESCROW AGENT'S COMPENSATION

Except with respect to the one-time Escrow Agent administrative fee set forth in the Escrow Fee Schedule (which is the sole responsibility of Capital), Escrow Agent compensation for the services to be rendered hereunder is payable by Customer and Capital, jointly and severally and is set forth in the Escrow Fee Schedule attached as Exhibit C hereto. If and to the extent that any such fees, expenses or charges are withdrawn from, or set off against amounts in the Capital and City of Los Angeles Account by Escrow Agent, Customer shall promptly pay such amounts to Capital.

ARTICLE 6: CHANGE OF ESCROW AGENT

Section 6.01. A national banking association located in the United States or a state bank or trust company organized under the laws of a state of the United States, may be substituted to act as Escrow Agent under this Agreement upon agreement of Customer and Capital. Such substitution shall not be deemed to affect the rights or obligations of Customer and Capital. Upon any such substitution, the Escrow Agent agrees to assign to such substitute Escrow Agent its rights under this Agreement, provided, however, that the Escrow Agent shall be entitled to continue to receive the benefits of any provision of this Agreement that by its terms survives the termination of this Agreement.

Section 6.02. The Escrow Agent or any successor may at any time resign by giving notice to Customer and Capital of its intention to resign and of the proposed date of resignation, which shall be a date not less than 30 days after such notice is delivered, unless an earlier resignation date and the appointment of a successor Escrow Agent shall have been or are approved by Customer and Capital and, after the date of such resignation notice, notwithstanding any other provision of this Agreement, the Escrow Agent's sole obligation will be to hold the Escrow Funds pending appointment of a successor Escrow Agent. Similarly, the Escrow Agent may be removed at any time by Customer and Capital giving at least thirty (30) days' prior written notice to the Escrow Agent specifying the date when such removal shall take effect.

Section 6.03. The Escrow Agent may retain and act hereunder through agents, and shall not be responsible for or have any liability with respect to the acts of any such agent retained by the Escrow Agent in good faith.

ARTICLE 7: ADMINISTRATIVE PROVISIONS

Section 7.01. The Escrow Agent shall keep complete and accurate records of all moneys received and disbursed under this Agreement.

Section 7.02. All notices, certificates, requests, demands and other communications provided for hereunder (each, a "Notice") shall be in writing and shall be (a) personally delivered, (b) sent by first class United States mail, (c) sent by overnight courier of national reputation, or (d) transmitted by e-mail, in each case addressed to Capital, Customer and Escrow Agent at their respective address specified below, or at such address as the party may provide to the other parties hereto in writing from time

to time. Notice shall be effective upon receipt except for Notice via e-mail, which shall be effective only when the recipient, by return email or Notice delivered by other method provided for in this Section, acknowledges having received that e-mail (with an automatically generated receipt or similar notice not constituting an acknowledgement of an email receipt for purposes of this Section).

If to Capital, at: Cisco Systems Capital Corporation
170 W. Tasman Drive
San Jose, CA 95134
Attn.: Operations Theatre Lead, Americas
Telephone:
E-mail:

If to Customer, at:

Telephone:
E-mail:

If to Escrow Agent, at:

U.S. Bank National Association, as Escrow Agent
ATTN: Global Corporate Trust Services
Address: 10035 E 40th Ave
Denver, CO 80238-8685
Telephone: 303-585-4594
E-mail: michael.mcguire2@usbank.com

and to:

TFMCorporateEscrowShared@usbank.com

The Escrow Agent shall not have any duty to confirm that the person sending any Notice by electronic transmission (including by e-mail, web portal or other electronic methods) is, in fact, a person authorized to do so. Electronic signatures believed by Escrow Agent to comply with the E-SIGN Act of 2000 or other applicable law (including electronic images of handwritten signatures and digital signatures provided by DocuSign, Orbit, Adobe Sign or any other digital signature provider acceptable to Escrow Agent) shall be deemed original signatures for all purposes. Each other party assumes all risks arising out of the use of electronic signatures and electronic methods to send Notices to Escrow Agent, including without limitation the risk of Escrow Agent acting on an unauthorized Notice, and the risk of interception or misuse by third parties. Notwithstanding the foregoing, Escrow Agent may in any instance and in its sole discretion require that an original document bearing a manual signature be delivered to Escrow Agent in lieu of, or in addition to, any such electronic Notice.

Section 7.03. This Agreement shall be construed and governed in accordance with the laws of the State of California.

Section 7.04. Any provisions of this Agreement found to be prohibited by law shall be ineffective only to the extent of such prohibition, and shall not invalidate the remainder of this Agreement.

Section 7.05. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. No party may assign this Agreement or any of its rights or obligations hereunder without the written consent of the other parties, provided that if the Escrow Agent consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business (including the escrow contemplated by this Agreement) to another entity, the successor or transferee entity without any further act shall be the successor Escrow Agent.

Section 7.06. This Agreement and any Payment Request Form may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement and any Payment Request Form may be executed manually or by electronic means.

Section 7.07. This Agreement shall terminate upon disbursement by the Escrow Agent of all moneys held by it hereunder.

Section 7.08. This Agreement (and, with respect to Capital and Customer, together with the Payment Agreement) constitutes

the entire agreement of the parties relating to the subject matter hereof. None of the terms or conditions of this Agreement may be changed, waived, modified, discharged, terminated or varied in any manner whatsoever unless in writing duly signed by each party to this Agreement.

Section 7.09. [Reserved]

Section 7.10. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity, Escrow Agent requires documentation to verify its formation and existence as a legal entity. Escrow Agent may require financial statements, licenses or identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation. Depositor and Recipient agree to provide all information requested by Escrow Agent in connection with any legislation or regulation to which Escrow Agent is subject, in a timely manner.

Section 7.11 [Reserved]

Section 7.12. The Escrow Agent has no responsibility for the tax consequences of this Agreement and Customer and Capital shall consult with independent counsel concerning any and all tax matters. Customer and Capital agree to (i) assume all obligations imposed now or hereafter by any applicable tax law or regulation with respect to payments or performance under this Agreement and (ii) request and direct the Escrow Agent in writing with respect to withholding and other taxes, assessments or other governmental charges, and advise the Escrow Agent in writing with respect to any certifications and governmental reporting that may be required under any applicable laws or regulations. Except as otherwise agreed by the Escrow Agent in writing, the Escrow Agent has no tax reporting or withholding obligation except to the Internal Revenue Service with respect to Form 1099-B reporting on payments of gross proceeds under Internal Revenue Code Section 6045 and Form 1099 and Form 1042-S reporting with respect to investment income earned on the Escrow Funds, if any. Customer and Capital shall provide Escrow Agent a properly completed IRS Form W-9 or Form W-8, as applicable, for each payee. If requested tax documentation is not so provided, the Escrow Agent is authorized to withhold taxes as required by the United States Internal Revenue Code and related regulations. Escrow Agent is directed to report, on an accrual basis, all interest or income on the Escrow Funds as being owned by Customer for federal income tax purposes.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement as of the day and year first written above.

[CUSTOMER]

By: _____
Name: _____
Title: _____

CISCO SYSTEMS CAPITAL CORPORATION

By: _____
Name: _____
Title: _____

**U.S. BANK NATIONAL ASSOCIATION
as Escrow Agent**

By: _____
Name: _____
Title: _____

DRAFT

EXHIBIT A

PAYMENT REQUEST FORM

[U.S. Bank National Association, a s Escrow Agent under an Escrow Agreement dated [], 2025 by and among Escrow Agent, Cisco Systems Capital Corporation (“**Capital**”), and [], a [] (“**Customer**”), is hereby requested to pay, from the Capital and City of Los Angeles Account held under said Escrow Agreement, to the persons, firms or corporations designated below as payee(s), the amount set forth opposite each such name, in payment of the Total Cost of the Products designated opposite such payee’s name and account. [The Products described below comprise a portion of the total Products described in the Payment Agreement.]

Payee	Amount	Products
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[INSERT]

The undersigned Customer hereby certifies that:

1. The Products described above comprise a portion of the Products described in the Payment Agreement, and has been delivered to, tested and inspected by, received by, and accepted by Customer. The Products described herein are operationally complete and functionally independent and may be utilized by Customer without regard to whether the balance of the Products under the Payment Agreement are delivered and accepted.

2. If the Payment Request Form relates to a progress payment, the amounts remaining in the Capital and City of Los Angeles Account are sufficient to acquire and complete the Products to which the Payment Agreement relates. The amounts requested to be paid as set forth above have not been the basis of a prior request.

3. The representations and warranties of Customer contained in the Payment Agreement are true and correct as of the date hereof.

4. No Event of Default or Event of Non-appropriation, or event which with the giving of notice or passage of time or both would constitute an Event of Default or Event of Non-appropriation, has occurred under the Payment Agreement.

5. Check if applicable:

This is the final Payment Request Form and Customer certifies that the entire Products subject to the Payment Agreement has been delivered and installed in accordance with Customer's specifications and, for the purpose of the Payment Agreement, is fully and finally accepted by Customer.

Request Date: _____

[CUSTOMER NAME]

By: _____
Name: _____
Title: _____
Date: _____

CISCO SYSTEMS CAPITAL CORPORATION

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT B

MONEY MARKET DEPOSIT ACCOUNT AUTHORIZATION FORM

DESCRIPTION AND TERMS

The U.S. Bank Money Market Deposit Account is a U.S. Bank National Association ("U.S. Bank") interest-bearing money market deposit account. Selection of this investment includes authorization to place funds on deposit and invest with U.S. Bank.

Interest rates are determined at U.S. Bank's discretion, and may be tiered by customer deposit amount. U.S. Bank uses the daily balance method to calculate interest on this account (actual/365 or 366). This method applies a daily periodic rate to the principal balance in the account each day. Interest is accrued daily and credited monthly to the account.

The owner of the account is U.S. Bank, U.S. Bank Trust National Association, or U.S. Bank Trust Company National Association (as applicable) (the "U.S. Bank Entities") as agent for Global Corporate Trust customers. The U.S. Bank Entities perform all account deposits and withdrawals. Deposit accounts are FDIC-insured per depositor, as determined under FDIC Regulations, up to applicable FDIC limits.

THE U.S. BANK ENTITIES, WHEN ACTING AS AN INDENTURE TRUSTEE OR IN A SIMILAR CAPACITY, ARE NOT REQUIRED TO REGISTER AS A MUNICIPAL ADVISOR WITH THE SECURITIES AND EXCHANGE COMMISSION FOR PURPOSES OF COMPLYING WITH THE DODD-FRANK WALL STREET REFORM & CONSUMER PROTECTION ACT. INVESTMENT ADVICE, IF NEEDED, SHOULD BE OBTAINED FROM YOUR INVESTMENT ADVISOR.

AUTOMATIC AUTHORIZATION

In the absence of specific written direction to the contrary as may be authorized under the governing agreement, the applicable U.S. Bank Entity is hereby directed to invest and reinvest proceeds and other available moneys in the U.S. Bank Money Market Deposit Account. Customer confirms that the U.S. Bank Money Market Deposit Account is a permitted investment under the governing agreement and this authorization is the permanent direction for investment of the moneys until the applicable U.S. Bank Entity is notified in writing of alternate instructions.

EXHIBIT C

Schedule of Fees for Services as Escrow Agent Payment Agreement Purchase Escrow

Acceptance Fee The acceptance fee includes the administrative review of documents, initial set-up of the account, and other reasonably required services up to and including the closing. This is a one-time, non-refundable fee, payable at closing.	WAIVED
Escrow Agent One-time fee for the standard escrow agent services associated with the administration of the account. Administration fees are payable in advance.	\$1,000
Direct Out of Pocket Expenses Reimbursement of expenses associated with the performance of our duties, including but not limited to publications, legal counsel after the initial close, travel expenses and filing fees.	At Cost
Extraordinary Services Extraordinary Services are duties or responsibilities of an unusual nature, including termination, but not provided for in the governing documents or otherwise set forth in this schedule. A reasonable charge will be assessed based on the nature of the services and the responsibility involved. At our option, these charges will be billed at a flat fee or at our hourly rate then in effect.	

Account approval is subject to review and qualification. Fees are subject to change at our discretion and upon written notice. Fees paid in advance will not be prorated. The fees set forth above and any subsequent modifications thereof are part of your agreement. Finalization of the transaction constitutes agreement to the above fee schedule, including agreement to any subsequent changes upon proper written notice. In the event your transaction is not finalized, any related out-of-pocket expenses will be billed to you directly. Absent your written instructions to sweep or otherwise invest, all sums in your account will remain uninvested and no accrued interest or other compensation will be credited to the account. Payment of fees constitutes acceptance of the terms and conditions set forth.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

EXHIBIT D

Each of the following person(s) is authorized to execute documents and direct Escrow Agent as to all matters, including fund transfers, address changes and contact information changes, on Capital's behalf (only one signature required).

_____ Name	_____ Specimen signature	_____ Email	_____ Telephone No.
_____ Name	_____ Specimen signature	_____ Email	_____ Telephone No.
_____ Name	_____ Specimen signature	_____ Email	_____ Telephone No.

If only one person is identified above, the following person is authorized for call-back confirmations:

_____ Name	_____ Email	_____ Telephone Number
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Each of the following person(s) is authorized to execute documents and direct Escrow Agent as to all matters, including fund transfers, address changes and contact information changes, on Customer's behalf (only one signature required).

_____ Name	_____ Specimen signature	_____ Email	_____ Telephone No.
_____ Name	_____ Specimen signature	_____ Email	_____ Telephone No.
_____ Name	_____ Specimen signature	_____ Email	_____ Telephone No.

If only one person is identified above, the following person is authorized for call-back confirmations:

_____ Name	_____ Email	_____ Telephone Number
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