

## ASSIGNMENT AND DELEGATION

This Assignment and Delegation is among the state of Ohio, Department of Administrative Services, Office of Information Technology (the "State"), Technology Investment Partners, LLC, doing business as "CBTS Financial Services" ("Assignor") and Crestmark Equipment Finance, Inc. ("Assignee").

### BACKGROUND.

The State has entered into a Master Equipment Lease Agreement with Assignor, dated as of January 8, 2013 (the "Master Lease"). The State has awarded contracts to Assignor in the form of equipment lease schedules to the Master Lease (the "Contracts"). Assignor has requested the State to consent to its assignment of its rights under the Master Lease and the Contracts and its delegation of its duties under the Contracts, as well as the right to enter into future lease schedules under the Master Lease, to Assignee.

### ASSIGNMENT.

The State consents to the assignment, subject to the following conditions:

1. Both Assignor and Assignee release and hold the State harmless from and against all claims based on the State having made or making payments under the Contracts to the wrong party.
2. Both Assignor and Assignee agree to provide the State with prompt notice of any payment made to the wrong party and to return the full amount of any payment made to the wrong party to the State.
3. Assignor's right to payment under the Contracts is fully extinguished.

4. Assignee agrees that its right to receive payment is contingent on Assignee's proper performance under the Master Lease and the Contracts and that Assignee will have no greater right to receive payment than Assignor would have had absent this Assignment.
5. This Assignment and Delegation is not a Novation to the Contracts.

#### DELEGATION.

The State consents to the delegation, subject to the following condition:

1. The State reserves all defenses and claims under the Master Lease and the Contracts and continues to hold Assignor responsible under the Master Lease and the Contracts for any inadequate or failed performance of the duties under the Master Lease and the Contracts.

Except for the foregoing, all the terms and conditions of the Contracts remain unchanged and in full force and effect. The State and Assignee may enter into new lease schedules under the Master Lease as if they were original parties thereto.

IN WITNESS WHEREOF, the parties have executed this Assignment and Delegation and it is effective on the date of the State's signature.

TECHNOLOGY INVESTMENT  
PARTNERS, LLC

DEPARTMENT OF ADMINISTRATIVE  
SERVICES

By: 

By: Robert Blair / seo

Title: Thomas R. Rutherford  
Chief Operating Officer

Title: Director / asst. Dir. & State  
CIO

Date: 12/16/2014

Date: 12/19/14

38-3452691

FEDERAL TAX I.D. NUMBER

CRESTMARK EQUIPMENT FINANCE, INC.

By: 

Title: Chief Financial Officer

Date: 12/16/2014

46-5728698

FEDERAL TAX I.D. NUMBER