

Master Equipment Lease Agreement

This Master Equipment Lease Agreement (the "Master Agreement") is made between the Hancock County Tourism Commission located in Greenfield, Hancock County, Indiana (hereinafter the "Commission" or the "Lessee") and MailFinance, Inc. ("MailFinance"), Neopost USA, Inc. ("Neopost"), and Mailroom Finance, Inc. ("Mailroom Finance"). MailFinance, Neopost, and Mailroom Finance shall jointly and severally be referred to hereinafter as the "Lessor". Lessee and Lessor shall hereinafter be jointly referred to as the "Parties". This Master Agreement is made effective the ____ day of June, 2018.

1. **Incorporated Agreements.** The Commission is entering into the following agreements, which are hereby incorporated into this Master Agreement as if fully set forth hereunder:
 - Product Lease Agreement, with MailFinance;
 - Meter Rental Agreement, with Neopost;
 - Online Services and Software Agreement, with Neopost; and
 - NeoFunds/Total Funds Account Agreement, with Mailroom Finance.

These additional agreements shall collectively be referred to hereinafter as the "Lease Documents".

2. **Consideration.** The Parties agree that the consideration described in each of the Lease Documents is adequate to support and render enforceable all of the terms of this Master Agreement. By entering this Master Agreement, each of the Parties intends to be fully bound to by its terms.
3. **Priority of Agreement Terms.** If any of the terms of any of the Lease Documents conflict with any of the terms of this Master Agreement, the terms of this Master Agreement shall apply, and Lessor agrees that any term(s) in the Lease Documents that conflict with a term within the Master Agreement shall be superseded by the applicable term(s) in the Master Agreement.
4. **Priority of Indiana Law.** Lessee understands and acknowledges that the Commission is a political subdivision of the State of Indiana. Lessee agrees that, if the Master Agreement and/or the Lease Documents are silent on any particular matter that is in fact a requirement of Indiana law, that the requirements of Indiana law shall apply to the Master Agreement and the Lease Documents. To the extent that any term(s) of the Master Agreement and/or the Lease Documents conflict with any applicable provision of Indiana law, the provisions of Indiana law shall supersede and replace the conflicting provision(s) of this Master Agreement and/or the Lease Documents.
5. **Term of Lease Subject to Funding.** Notwithstanding any provisions of the Lease Documents to the contrary, any term of months set forth in the Lease Documents shall be subject to the Commission obtaining and being provided an annual appropriation of funds necessary to cover the cost of all payments due under the Lease Documents. At a minimum, paragraphs 1, 2, 3, and 4 of the "Product Lease Agreement" and paragraph 3 of

the Postage Meter Rental Agreement are hereby modified to the extent necessary to bring them in compliance with this paragraph. If the Commission makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Master Agreement, the Master Agreement and the Lease Documents shall be considered canceled (as required by Ind. Code Sec. 5-22-17-5). Upon any termination of the Lease Documents pursuant to this paragraph, the Commission shall comply with the termination provisions in paragraph 3 of the Product Lease Agreement with respect to the return of equipment.

6. **Governing Law.** This Master Agreement and the Lease Documents shall be governed by and interpreted under the laws of the State of Indiana without regard to any jurisdiction's choice-of-law rules. If any legal action or other proceeding brought to enforce or interpret any of the terms of this Master Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and legal costs incurred.
7. **Amendments/Modifications.** This Master Agreement may not be amended, changed or modified, or any covenant or provision hereof waived, except by a written agreement, executed in writing by the Parties hereto.
8. **Severability.** If any term of this Master Agreement and/or the Lease Documents are, for any reason, held to be invalid, unenforceable, or contrary to any public policy, law, statute and/or ordinance, then the remainder of this Agreement shall not be affected by such determination and shall remain valid and fully enforceable.
9. **All Waivers in Writing.** A failure by any party to enforce any term of this Master Agreement upon its breach does not waive enforcement of the term that was violated, nor does it waive enforcement of any other term of this Master Agreement. To be effective, any waiver of rights under this Master Agreement must be in writing and signed by the party waiving such right or rights.
10. **Counterparts.** This Master Agreement may be executed in one or more separate counterparts, each of which, when executed, shall be deemed an original and shall together constitute one agreement, which may be sufficiently evidenced by any one counterpart, and each of which shall be fully effective against all persons executing or claiming under this Master Agreement. Facsimile and electronic signatures shall have the same force and effect as original signatures.
11. **Complete Agreement.** This Master Agreement and the Lease Documents are the final, complete and exclusive agreement concerning their subject matter, superseding any prior or contemporaneous written or oral agreements. There are no other representations, warranties, agreements or undertakings, written or oral, between or among the Parties to this Master Agreement or the Lease Documents that are not fully expressed in this writing.
12. **Non-Discrimination and Compliance.** Lessee acknowledges that the Commission is a political subdivision of the State of Indiana and is required to include certain compliance provisions in its contracts under Indiana law. Consequently, Lessee shall comply with all

state, federal, and municipal laws, regulations, and standards applicable to its activities pursuant to this Master Agreement including, but not limited to, the requirements imposed by Ind. Code Sec. 22-9-1-10 (non-discrimination), the provisions of I.C. 5-22-16.5 (disqualification for dealings with the Government of Iran), and the provisions of I.C. 5-22-5-1.7 (requiring E-verify for new employees and prohibiting employment of unauthorized aliens). Each of the foregoing provisions are incorporated herein as if set forth in full and Lessee certifies that it is in compliance with each such provision and shall remain in compliance through the term of this agreement.

13. **No Collusion.** Each of the undersigned agents/representatives of the Lessee, being duly sworn on oath, says that he or she has not, nor has any other member, representative, or agent of company represented by him or her entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

Agreed to by the undersigned:

NEOPOST USA, INC.

By: _____
(Signature)

(Printed)

(Title)

MAILFINANCE, INC.

By: _____
(Signature)

(Printed)

(Title)

MAILROOM FINANCE, INC.

By: _____
(Signature)

(Printed)

(Title)

HANCOCK COUNTY, IN TOURISM COMMISSION

By: _____
(Signature, Commission Representative)

(Printed)

(Title)