

## Exhibit C – Certificate of Acceptance and Notice to Pay

**TO: JPMORGAN CHASE BANK, N.A.**

**FROM:**

**RE: FINANCING AGREEMENT DATED \_\_\_\_\_,  
BETWEEN JPMORGAN CHASE BANK, N.A. AND THE STATE OF LOUISIANA**

In connection with the above-referenced Financing Agreement, we confirm:

1. The \_\_\_\_\_ hereby agrees to be bound by the terms and conditions of the Financing Agreement executed by and between the State of Louisiana and JPMorgan Chase Bank, N.A. adopted here by reference as though set forth at length in this Certificate.

2. The equipment described below has been delivered to and received by the undersigned; that all installation or other work necessary prior to the use thereof has been completed; that said equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and complies with all terms of the Financing Agreement. You are hereby authorized and directed to pay for the equipment in accordance with the terms of the purchase order for the same.

3. In the future, in the event such equipment fails to perform as expected or represented, the \_\_\_\_\_ will honor the terms and conditions of the Financing Agreement in all respects and continue to make installment payments and any other payment. The \_\_\_\_\_ does not waive any express or implied warranty, and shall retain any and all rights and claims against the seller, distributor, manufacturer, or any party other than the JPMorgan Chase Bank, N.A., related to any defect, exhibitory or otherwise, in the equipment.

4. The \_\_\_\_\_ shall maintain adequate property and casualty insurance on the property during the term of the Agreement in an amount adequate to protect JPMorgan Chase Bank, N.A. and its assigns, which amount shall be at least the current balance of the total amount financed, or buy out price, set forth in the Equipment and Payment Schedule. The \_\_\_\_\_ may obtain such insurance through the State's self-insurance program, by commercial insurance carriers or by a combination thereof.

5. The \_\_\_\_\_ has power and authority to execute and deliver this Certificate of Acceptance and Notice to Pay in accordance with the Financing Agreement, and this Certificate of Acceptance and Notice to Pay is a valid and binding obligation.

Enclosed is a copy of the purchase order sent to the Equipment Vendor and the Equipment Vendor's invoice. Per the terms of the Financing Agreement, please remit payment to the Equipment Vendor within ten (10) business days. Proof of such payment shall be delivered to OFSS and \_\_\_\_\_ within 48 hours of payment.

The APR will be set on the date of delivery of this notice, as noted above, and shall remain firm for the entire payback period. If the Index is not published on the date noted above, the APR will be set on the next date the Index is published.

If you have any questions concerning this notice, please contact \_\_\_\_\_ at \_\_\_\_\_.

\_\_\_\_\_ **Using Agency**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Description of Equipment

Equipment Serial Number(s)